



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 7, 2026
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

The meeting will be held in-person, broadcast live on Channel 29 and streamed live for viewing at the following links TV30 <https://www.tri-valleytv.org>, the City's website in the Meetings portal (a red dot will indicate a live meeting) <https://www.cityofpleasantonca.gov/>, and the City's YouTube channel: <https://www.youtube.com/user/TheCityofPleasanton>.

To submit written public comment regarding an open session item on this meeting agenda visit <https://onlineforms.cityofpleasantonca.gov/260426338382054>. Written comments will be accepted by the City Clerk's Office until 12:00 p.m. on the day of the Council meeting and distributed to the City Council. After 12:00 p.m., comments must be provided at the meeting.

Public participation

Speak In Person: It is requested that members of the public wishing to address the City Council submit a speaker card to the City Clerk at the meeting. When public comment is opened on an agenda item, individuals may speak once per agenda item. When your name is called, please provide comment at the podium.

Speak Remotely:

- Join the meeting using this URL: <https://cityofpleasanton.zoom.us/j/85145185146>
- Join by phone: +1 669 444 9171
- Webinar ID: 851 4518 5146

Use the "raise hand" function once public comment is opened on an item. You will be unmuted when your name is called and you will be re-muted after the allotted time. To raise your hand, click the "raise your hand" button or *9 on your telephone. To unmute your phone, press *6.

CALL TO ORDER

- Welcome and Pledge of Allegiance - Cm. Nibert
- Roll Call

Resolution No. 2026-054
Ordinance No. 2308

REPORT ON CLOSED SESSION

AGENDA AMENDMENTS

CONSENT CALENDAR

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that particular item will be removed from the consent calendar and will be considered separately.

Police

1. Adopt a resolution authorizing application to the State of California Office of Traffic Safety's Selective Traffic Enforcement Program Grant in the amount of \$83,956 and approve a budget amendment in the Miscellaneous Operating Grants Fund if awarded
2. Adopt a resolution accepting grant funding from the California Highway Patrol Cannabis Tax Fund Grant Program in the amount of \$81,071 and approve budget amendments in the Miscellaneous Operating Grants Fund
3. Approve a City-sponsored street closure on second street between Kottinger Drive and Abbie Street for Halloween on October 31, 2026

Public Works

4. Authorize the City Manager to execute an agreement with Zone 7 Water Agency for municipal and industrial water supply
5. Receive an update on annual review of the City's Sewer System Management Plan for calendar year 2025
6. Authorize the City Manager to enter into Professional Services Agreements with Zoon Engineering, Consor North America, Inc., and 4Leaf, Inc. for On-Call Construction Management and Inspection Services, each in an amount not to exceed \$333,333 for a three-year term, with options for two one-year extensions
7. Accept public improvements performed by O'Grady Paving Inc., for the Annual Resurfacing and Reconstruction Project, CIP No. 25503, and approve budget amendments

MEETING OPEN TO THE PUBLIC

8. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

PUBLIC HEARINGS AND OTHER MATTERS

If necessary to ensure completion of the following items, the Mayor may alter time limits.

9. Adopt a resolution ordering the submission to the qualified electors of the City of Pleasanton a measure to approve a Uniform Transient Occupancy Tax increase; requesting that the Alameda County Board of Supervisors permit consolidation of the measure and related materials with the general municipal election to be held on November 3, 2026; directing the City Attorney to prepare an impartial analysis; and provide direction on written ballot arguments

10. Continued from June 16, 2026 - Review an application for Sign Design Review to rebrand an existing 76 Gas Station and Circle K Market to Shell Gasoline and FastFill Market located at 4191 First Street, filed as Case No. P25-0300
11. Continued from June 16, 2026 - Authorize the City Manager to enter into agreements with Core & Main LP for the water meter Advanced Metering Infrastructure (AMI) Replacement Project in an amount not to exceed \$10,262,257 for capital expenditures and \$2,514,096 for operation services, and authorize a five percent aggregate contingency for Project implementation

MATTERS INITIATED BY COUNCIL

COUNCIL REPORTS

Brief reports on conferences, seminars, and meetings attended by the Council

CITY MANAGER UPDATES

ADJOURNMENT

Notice

Under Government Code §54957.5, any writings/documents regarding an open session item on this agenda and items received by the City Clerk's Office by 12:00 p.m. on the day of the meeting provided to a majority of the City Council after distribution of the agenda packet will be available for public inspection on the City's website <https://www.cityofpleasantonca.gov/> and also at the Pleasanton Library located at 400 Old Bernal Ave., Pleasanton, CA 94566.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders, which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure § 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code §65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

Accessible Public Meetings

The City of Pleasanton provides reasonable accommodations for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation, please contact the City Clerk's Office at 123 Main Street, Pleasanton, CA 94566 or (925) 931-5027 at least two business days prior to the meeting date.

July 7, 2026
Police

TITLE: ADOPT A RESOLUTION AUTHORIZING APPLICATION TO THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY'S SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$83,956 AND APPROVE A BUDGET AMENDMENT IN THE MISCELLANEOUS OPERATING GRANTS FUND IF AWARDED

SUMMARY

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state's streets and highways. The City seeks authorization to apply for the Selective Traffic Enforcement Program (STEP) grant program to address unsafe driving issues in the community. Awarded funds would be available from October 1, 2026, through September 30, 2027.

RECOMMENDATION

Adopt a resolution to authorize the submittal of an application for the State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant for \$83,956 and authorize the City Manager to execute all documents, and appropriate \$62,967 in grant revenues and corresponding expenditures in the Miscellaneous Operating Grants Fund (Fund 116) in fiscal year (FY) 2026-27 if the grant is approved. The remaining \$20,989 will be included in the FY 2027-28 budget.

BACKGROUND

Pleasanton is bordered on three sides by two major freeways and one highway, all of which are heavily traveled thoroughfares. The volume of cut-through traffic within the City increases significantly when the highways experience long delays due to collisions or traffic. These conditions create many challenges, which culminate in an increase in injury collisions; two of the most significant issues are noted below.

Distracted Driving

Advancements in mobile technology are leading drivers to use their phones more frequently. This mobile communication dependency contributes to distracted driving. When drivers are distracted by their phones or other electronic devices, they may run red lights, illegally turn in front of vehicles, or unknowingly increase the speed of the vehicle.

Bicycle Safety

The topography and amenities in Pleasanton attract many local and out-of-town bicycle enthusiasts. Additionally, a significant number of school-age children ride bicycles to elementary schools and junior high schools. Bicycle collision data involving youths suggests a need to increase rider safety by educating youth on bicycle safety and awareness, and the

importance of wearing a properly fitted helmet.

The Police Department participates with surrounding police departments in a collaborative effort to address current traffic safety trends in each city, referred to as the Concentrated Intensive Traffic Enforcement (CITE) team. Participating motorcycle officers saturate the hosting agencies jurisdiction and address primary collision factors, in an effort to reduce collisions.

DISCUSSION

The California Office of Traffic Safety Selective Traffic Enforcement Program (OTS STEP) grant application, included as Attachment 1, focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws to reduce collisions. The City will use grant funding to augment Police Department enforcement to lower the number of injury collisions and bicycle/pedestrian collisions, and to reduce distracted driving by focusing on roadway violations. The grant funding will support educational programs focused on bicycle/pedestrian safety for school-aged bicyclists.

The City will communicate with the community via social and local media, signboards, and the City's website to increase awareness of specific traffic-related issues contributing to collisions. The City will also use the grant funding to train more officers in techniques and equipment to help reduce the number of injury collisions in the city.

EQUITY AND SUSTAINABILITY

As a full-service municipality, the City provides a wide range of services and programs to meet the needs of all members of the community.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action is aligned with the ONE Pleasanton Strategic Plan goals of *Funding Our Future*, which supports financial health and sound fiscal policies through long-term planning, cost recovery, increased revenue, and cost containment, and *Safeguarding Our City*, which prioritizes community safety.

FISCAL IMPACT

The OTS STEP grant will provide funding to augment the City's expenditures through enforcement operations for the enforcement of persons driving under the influence and focusing on primary collision factors. This grant may be used to fund overtime, benefits, and training, thereby reducing General Fund expenditures. No City matching funds are required to accept this grant award. If awarded, \$62,967 in grant revenues and corresponding expenditures will be appropriated in the Miscellaneous Operating Grants Fund in FY 2026-27. The remaining \$20,989 will be included in the FY 2027-28 budget.

Prepared by:



Heather DeQuincy,
Management Analyst

Submitted by:



Tracy Avelar, Police Chief

Approved by:



Joe Calabrigo, Interim
City Manager

Attachments:

1. Attachment 1 - Grant Application - STEP Grant
2. Attachment 2 - Resolution - OTS STEP Grant

Application Information

Application No: 27-007802

Application Type:	STEP	Agency (City or County):	Pleasanton	Department (Police Dept, DA Office, etc):	Pleasanton Police Department
Authorized Representative:	Christopher Niederhaus	Additional Contact Email:	mkroutil@cityofpleasantonca.gov	DUNS/SAM Number:	NBJ9HJHTK3E5
DUNS/SAM Expiration Date:	3/10/2026	DUNS/SAM Registered Address:	4833 Bernal Ave	DUNS/SAM City:	Pleasanton
DUNS/SAM ZIP+4:	94566-1220				

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement

Describe the problem(s) to be addressed utilizing current data-driven evidence. Be specific and focus on the issue that is relevant and significant within your community.

1. Describe the city, county, or jurisdiction this grant will impact.

Problem Statement:

The Pleasanton Police Department (PPD) is committed to traffic safety and maintaining safe roadways for both residents and visitors. Located approximately 45 miles east of San Francisco, Pleasanton serves as a gateway between the Central Valley and the Bay Area. The city has an estimated residential population of over 80,000, which increases to more than 100,000 during daytime hours due to the presence of numerous corporate offices and headquarters. Pleasanton also experiences significant traffic volume as it sits at the junction of Interstate 580 and Interstate 680, with many commuters utilizing city streets to avoid freeway congestion.

Pleasanton hosts a wide range of special events throughout the year, from family-oriented activities to adult-focused events such as brew crawls and wine strolls. The city is also home to the 270-acre Alameda County Fairgrounds, which hosts the annual Alameda County Fair and numerous other large-scale events that regularly attract more than 10,000 visitors per day. Given the increased traffic and related enforcement challenges, PPD has identified key focus areas that provide the greatest benefit to public safety: general traffic enforcement and education, DUI saturation patrols, and bicycle and pedestrian safety initiatives.

2. Describe the problem(s) to be addressed, supported by current crash and/or other relevant data. (most recent calendar year data/stats)

Problem Statement:

In previous years, PPD had been able to accomplish extraordinary goals in reducing traffic collisions occurring in Pleasanton and thereby, reduced deaths and injuries because of crashes. However, the current staffing and budgetary constraints have resulted in extreme cuts to the Department's traffic unit. One of the direct results of low staffing includes the reduction in the number of Traffic Officer positions from five officers to two. Traffic enforcement efforts made by the Department dropped drastically while collisions rose. DUI enforcement is still a key priority for all our officers but with the dependence on the County Jail's Evidential Breath-Alcohol Testing System the wait times for booking suspects can be excessive and cause great delays in returning officers to the street to continue their DUI enforcement efforts.

Between 2021 and 2023, total collisions within the City of Pleasanton increased by 27% and injury collisions increased 65% with fatalities decreasing from two in 2021 zero by end of 2023 Federal Fiscal Year. DUI arrests decreased by approximately 17%, a dramatic change that directly correlates to limited enforcement operations.

With significantly less efforts being made around traffic enforcement and education, PPD has seen a 61% decrease in the number of moving citations issued between 2021 to 2023. In 2021 PPD issues 2490 moving violations compared to 976 in 2023. This significant drop in citations issued corresponded to the increase in injury collisions during the same period. The decrease in DUI arrests during the same time also parallels the decrease in enforcement and education.

In years past, PPD has participated in several DUI saturations patrols targeting DUI drivers as well as education. Support from NHSTA Office of Traffic Safety would allow PPD to organize these DUI saturation patrols throughout the year (including major holidays and collaborative efforts with neighboring agencies).

Bicycle Safety:

The City of Pleasanton is a playground for bicycle enthusiast from all over as we have rural roads with rolling hills, and well-maintained dedicated bicycle lanes which makes it geographically attractive for cyclist. To accommodate the increased bicyclist's presence, the city has started adding green bicycle lanes (Protected bicycle lanes) throughout the city.

The City of Pleasanton also draws the attention of local riders and youth from outside of Pleasanton. We have two concrete skate / bicycle parks, with various ramps and bowl designs. Pleasanton is home to numerous bike paths, trails, and a BMX park. A significant number of our school-age children ride their bicycles to and from home to school. With the city being such an attractive place to cycle and it being so readily available, bicycle enthusiasts are abundant, which brings traffic-related issues and collisions. We are often confronted with bicyclists not obeying the rules of the road and youth not wearing helmets. Failure to obey the rules of the road has led to many collisions along with young riders not wearing helmets leading to injury collisions. The City of Pleasanton has experienced the following bicycle collisions over the past three years:

UNDER 15 YEARS OF AGE

- September 01, 2024 - August 31, 2025- Non-Injury 25 - Injury 16 - Killed 0
- September 01, 2023 - August 31, 2024- Non-Injury 1 - Injury 4 - Killed 2
- September 01, 2022 - August 31, 2023- Non-Injury 1 - Injury 6 - Killed 0

65 + YEARS OF AGE

- September 01, 2024 - August 31, 2025- Non-Injury 18 - Injury 32 - Killed 0
- September 01, 2023 - August 31, 2024- Non-Injury 0 - Injury 4 - Killed 0
- September 01, 2022 - August 31, 2023- Non-Injury 0 - Injury 3 - Killed 0

The NHSTA grant would also allow PPD to focus both enforcement and education efforts in bicycle safety and, more specifically, toward the community's younger bicycle riders. Funding from the NHSTA grant will assist PPD in prioritizing those efforts as well as continuing bicycle safety enforcement and educational efforts throughout the city. Additionally, this grant would allow PPD to fund bicycle safety/ helmet enforcement positions and bicycle safety presentations that would focus on younger bicyclists going to and from school. The last bicycle safety presentation held by Pleasanton was in 2017.

Training & Education:

PPD has continued to hire new Police Officers over the past few years and there is a need for the new officers to attend RADAR and LIDAR School. Speed remains one of the City's top three primary collision factors and the ability to have more officers trained on our equipment can lead to more enforcement and education for drivers in our city. Placing officers in a position to enforce speed violations can reduce the number of injury collisions. The OTS Grant would provide us the opportunity to have specialized enforcement for speed and have more RADAR/LIDAR trained officers.

Community Outreach:

A significant aspect of this grant is educating the community and increasing awareness regarding traffic safety. This is accomplished through press releases and the use of social media hubs. Currently, PPD has 11,100 Twitter, 18,681 Facebook, and 10,017 Instagram followers. Additionally, PPD works with the Pleasanton Bicycle Coalition who meets every two months. A Member of PPD Traffic Unit and members of the Pleasanton Traffic Engineering Office attend each meeting. Bicycle safety concerns and new legislation are discussed and recommendations for types and areas of enforcement are heard. As a result of these meetings recommendations are also presented to the Pleasanton City Council.

Equipment:

The Pleasanton Police Department currently utilizes antiquated PAS devices when investigating impaired drivers. Requested funds would be utilized to purchase new PAS devices with updated computer software utilized to gather and analyze PAS data. Additional training will also be funded for personnel in the calibration, certification of these devices, to include courtroom testimony.

Conclusion:

PPD has developed a reputation for excellence in traffic safety. Receiving a grant from NHSTA OTS would allow PPD to expand and better support traffic safety efforts in Pleasanton and neighboring agencies of Dublin and Livermore. Without support from NHSTA, PPD's traffic safety will generally consist of two motorcycle officers working enforcement when possible while still responding to and investigating all collisions. Without this grant, PPD will see a continued reduction in citations issued and educational programs offered while experiencing a continued escalation of collisions and a rise in the number of community members injured. NHSTA OTS funding would provide a vital resource to improve traffic safety and community engagement opportunities.

For the reasons cited above, PPD requests OTS Grant Funds which would allow us to expand our traffic efforts to reduce collisions, educate our community and make our roadways safer for everyone.

3. Define the target population the grant intends to serve and how they are affected by the problem(s). If the target population includes any at-risk populations, please include how this traffic safety grant will serve them.

Problem Statement:

The intended targeted population for the grant funds includes all those who live in Pleasanton, commute through Pleasanton, and utilize the City's multitude of trails and recreational facilities.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 20XX years in the table (do not use the OTS Rankings).

County or State Applicants: Complete the table below using TIMS data and update the 20XX years in the table.

Crash Type	2023				2024				2025			
	Crashes		Victims		Crashes		Victims		Crashes		Victims	
Fatal	0		0		1		4		2		2	
Injury	196		250		186		223		172		229	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	13	0	20	0	9	0	10	0	24	0	30
Hit & Run	0	13	0	15	0	5	0	5	0	10	0	10
Nighttime (2100-0259 hours)	0	12	0	15	1	15	4	20	0	17	0	24
Top 3 Primary Crash Factors									Fatal	Injury	Killed	Injured
#1 -												
#2 -												
#3 -												

Proposed Solution

Strategies:

The Pleasanton Police Department will implement OTS grant funds using a multi-faceted approach focused primarily on traffic enforcement and education. These efforts will target specific traffic violations that have been identified as the leading causes of injury collisions within the city. Grant funding will be used to support overtime assignments for officers conducting directed enforcement operations aligned with the grant's goals of reducing traffic collisions. Enforcement efforts will include distracted driving initiatives as well as bicycle and pedestrian safety operations.

In addition to enforcement, PPD will use grant funds to provide officers with POST-certified training such as SFSTs, and A-Ride. These courses are essential for officer development and help build confidence and proficiency in conducting proactive DUI enforcement. During the ongoing nationwide staffing shortage, PPD has partnered with neighboring agencies to conduct collaborative DUI enforcement operations, maximizing resources and effectiveness.

PPD will continue to engage the community through social media, the department website, and portable lighted message boards to promote traffic safety and educate the public on grant-funded efforts. By raising awareness of specific traffic-related issues and enforcement initiatives, PPD aims to enhance community understanding and support, ultimately contributing to a reduction in traffic collisions throughout the city.

Agency Qualifications:

The Pleasanton Police Department has successfully received and managed OTS grants in the past and has personnel experienced in grant implementation who are actively training other officers to support internal succession planning. While PPD has continued to hire new officers in recent years, staffing challenges—consistent with those faced by neighboring agencies—have impacted the department's ability to conduct extensive directed enforcement operations. In response, PPD has identified enforcement objectives that are realistic and achievable given current staffing levels.

PPD continues to have the full support of the Pleasanton City Council and City Manager in pursuing and utilizing OTS grant funding. The department remains committed to advancing traffic safety through education and enforcement by providing officers with access to POST-certified traffic and DUI-related training. Planned training opportunities include hosting a DUI Checkpoint Management course, as well as PAS calibration and Child Passenger Safety courses, benefiting both PPD personnel and partnering agencies.

Community Collaboration and Engagement

Provide a description of the community collaboration and engagement activities that will be conducted and/or participated in by your department to address traffic safety. Community collaboration and engagement allows for the appropriate department personnel to engage in conversations to both share information and receive input from the community members regarding traffic safety.

Community Collaboration and Engagement:

As of September 28, 2021, the Pleasanton Police Department formed Community Advisory Board (CAB) giving an opportunity for community members to have their voice heard. To promote trust and transparency, the Community Advisory Board will focus on public safety issues and engage in productive conversation with leadership at Pleasanton Police Department. Chief Swing will lead CAB meetings monthly and discussions may cover topics such as mental health response, use of force, and technology. Members will provide insights while weighing in on matters of policy and procedure. It was critical the make-up of the CAB reflected the diversity of our community. Diversity in all areas including race, gender, age, faith, thought, and experience.

Members of PPD's Traffic Unit, along with members of the Traffic Engineering Office, attend bi-monthly meeting with the Pleasanton Bicycle Coalition. This coalition is comprised of Pleasanton residents who frequently ride bicycles in and around our community. Together we discuss safety concerns to include roadway signage, dedicated bicycle lanes, enforcement, and education of both motorists and cyclists. Recommendation from all involved parties are also presented to Pleasanton City Council regarding the aforementioned issues.

The Pleasanton Police Department also conducts community outreach events, such as Coffee with a Cop and Cone with a Cop. These events allow citizens to have quality time with officers and management staff to have an open dialect about their traffic and crime concerns within the city.

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Target Number	Description	
1	Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
10	Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
1	Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	
2	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
1	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.	
Included	Target Number	Description

Yes	4	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	5	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).
Yes	1	Send law enforcement personnel to the DRE Recertification training.
Yes	4	Send law enforcement personnel to SFST Instructor training.
Yes	0	Send law enforcement personnel to DRE Instructor training.
Yes	1	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	15	Conduct DUI Saturation Patrol operation(s).
Yes	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
Yes	0	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
Yes	0	Conduct Stakeout operation(s) that employ law enforcement officers to observe repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	10	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	8	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	2	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
Yes	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	5	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	0	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	6	Participate in highly visible collaborative DUI Enforcement operations.
Yes	6	Participate in highly visible collaborative Traffic Enforcement operations.
Yes	1	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
Yes	0	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
Yes	0	Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.
Yes	1	Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.
Yes	1	Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.
Yes	0	Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.

Included	Target Number	Custom Description
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Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.

- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at \$41.00 per hour would be entered as Straight time, 2080 Units, \$41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of \$85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. $(\text{Unit Cost}) \times (\text{Benefits Rate}) = \text{Benefit Costs}$. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.0	A. Personnel Costs	DUI Officer	Overtime		\$160.48	200	100.00%	\$32,096.00
100.1	A. Personnel Costs	Officer	Overtime		\$160.48	100	100.00%	\$16,048.00
100.2	A. Personnel Costs	Officer	Overtime		\$160.48	50	100.00%	\$8,024.00
100.3	A. Personnel Costs	Officer	Overtime		\$160.48	50	100.00%	\$8,024.00
100.4	A. Personnel Costs	Officer	Overtime		\$160.48	90	100.00%	\$14,443.20
100.5	A. Personnel Costs	Officer	Overtime		\$160.48	1	100.00%	\$160.48
100.6	A. Personnel Costs	Officer	Overtime		\$160.48	1	100.00%	\$160.48

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
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Personnel Costs: \$78,956.16

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
200.0	B. Travel Expenses	Lifesavers Conference	\$5,000.00	1	\$5,000.00

Travel Expenses: \$5,000.00

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
---------------	---------------	-----------	-------------------	-------	--------------------------

Contractual Services: \$0.00

Equipment (must have Unit Cost of at least \$10,000 including tax and shipping)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab.

NOTE : When creating a new "Equipment" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
---------------	---------------	-----------	-------------------	-------	--------------------------

Equipment: \$0.00

Other Direct Costs (must have Unit Cost of less than \$10,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
---------------	---------------	-----------	-------------------	-------	--------------------------

Other Direct Costs: \$0.00

Indirect Costs

NOTE - Entry for Indirect Cost is different than prior years. Please read instructions carefully.

Item Name should indicate the % and the types of costs subject to the Indirect Cost Rate e.g. 15% of Salaries and Benefits. Enter one Unit Cost equal to the estimated Indirect Costs.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Units	Unit Cost or Rate	Calculated Cost to Grant
---------------	---------------	-----------	-------	-------------------	--------------------------

Indirect Costs: \$0.00

Total Requested Funding: \$83,956.16

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	DUI Officer		
A. Personnel Costs	Officer		
A. Personnel Costs	Officer		
A. Personnel Costs	Officer		
A. Personnel Costs	Officer		
A. Personnel Costs	Officer		
A. Personnel Costs	Officer		
B. Travel Expenses	Lifesavers Conference		

Upload Documents (Optional)

Document Name	Update Date/Time
OTS Tentatively Approved Your Application 27-007802.pdf	5/29/2026 11:58 AM
Application Report 2026-01-31 04:18:04.pdf	1/30/2026 8:18 PM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

\$83,956.16

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON
AUTHORIZING APPLICATION FOR GRANT FUNDS FROM THE STATE OF
CALIFORNIA OFFICE OF TRAFFIC SAFETY'S SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM IN THE AMOUNT OF \$83,956**

WHEREAS, the State of California Office of Traffic Safety (OTS) is administering the 2027 Selective Traffic Enforcement Program (STEP) that offers grant funds to reimburse law enforcement agencies for overtime expenditures specifically directed towards traffic safety; and

WHEREAS, the City of Pleasanton is seeking \$83,956 from the OTS STEP grant to conduct Driving Under the Influence saturation patrols, traffic enforcement operations, distracted driving enforcement, motorcycle safety programs, pedestrian and bicycle safety programs, and public education on an overtime basis between October 1, 2026, and September 30, 2027; and

WHEREAS, best practice strategies will be conducted to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors; and

WHEREAS, the City of Pleasanton procedures require the City Council's approval for all grant applications and funding agreements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES
RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:**

SECTION 1: Approves the filing of an application with the OTS STEP grant; and

SECTION 2: Authorizes the City Manager, or designee, to execute all necessary documents required by the OTS STEP grant program;

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on July 7, 2026.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of July 2026, by the following vote:

Ayes: Councilmembers
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

July 7, 2026
Police

TITLE: ADOPT A RESOLUTION ACCEPTING GRANT FUNDING FROM THE CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM IN THE AMOUNT OF \$81,071 AND APPROVE BUDGET AMENDMENTS IN THE MISCELLANEOUS OPERATING GRANTS FUND

SUMMARY

The State of California, California Highway Patrol (CHP) sponsors the Cannabis Tax Fund Grant Program (CTFGP) to reduce impaired driving and increase the safety of the state's streets and highways. The City seeks authorization to accept CTFGP funds to address unsafe driving issues in the community. Awarded funds would be available from July 1, 2026, through June 30, 2027.

RECOMMENDATION

Adopt a resolution to authorize the acceptance of the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) for \$81,071 and authorize the City Manager to execute all documents and approve the budget amendment in the Operating Grants Fund.

BACKGROUND

The State of California Cannabis Tax Fund Grant Program (CTFGP) provides funding to augment current activities and programs that address impaired driving. The California State Controller's Office appropriates the funding through Proposition 64, the Control, Regulate and Tax Adult Use Marijuana Act. The City has not previously received CTFGP grant funding.

The grant will allow the City to implement an Impaired Driving Education and Enforcement Program to address increased cannabis-impaired driving incidents. Through specialized training, community outreach, and the acquisition of necessary equipment, the City aims to improve its ability to effectively identify and apprehend impaired drivers. Funds will support officer training, public education campaigns, and enforcement efforts, including purchasing equipment to aid driving under the influence (DUI) investigations and prosecutions.

DISCUSSION

The State of California CTFGP grant application, included as Attachment 1, focuses on enhanced enforcement and supporting equipment acquisition.

The program aims to reduce DUI driving and DUI-related collisions during the grant period. To achieve these goals, the City will host one DUI checkpoint and support the purchase of enhanced enforcement resources, including lights and Preliminary Alcohol Screening (PAS) devices for the DUI checkpoint.

By strengthening training, increasing enforcement capacity, and enhancing public education, the City aims to improve roadway safety and reduce cannabis-related impaired driving.

EQUITY AND SUSTAINABILITY

As a full-service municipality, the City provides a wide range of services and programs to meet the needs of all members of the community.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action is aligned with the ONE Pleasanton Strategic Plan goals of *Funding Our Future*, which supports financial health and sound fiscal policies through long-term planning, cost recovery, increased revenue, and cost containment, and *Safeguarding Our City*, which prioritizes community safety.

FISCAL IMPACT

The CHP CTFGP will provide funding to augment the City's expenditures for the enforcement of people driving under the influence. This grant will fund equipment, thereby reducing General Fund expenditures. No City matching funds are required to accept this grant award. Awarded grant revenues and corresponding expenditures will be appropriated in the Miscellaneous Operating Grants Fund (Fund 116) in FY 2026-27.

Prepared by:



Heather DeQuincy,
Management Analyst

Submitted by:



Tracy Avelar, Police Chief

Approved by:



Joe Calabrigo, Interim
City Manager

Attachments:

1. Attachment 1 - CTFGP Grant Application
2. Attachment 2 - Resolution - CTFGP Grant



Pleasanton Police Department

Prepared by Pleasanton Police Department
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2026/2027

Submitted by Chris Niederhaus

Submitted on 02/19/2026 1:48 PM Pacific Standard Time



Opportunity Details

Opportunity Information

Title

Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2026/2027

Description

Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

Awarding Agency Name

California Highway Patrol

Agency Contact Name

Cannabis Grants Unit (CGU)

Agency Contact Phone

916-843-4360

Agency Contact Email

CGUGrants@chp.ca.gov

Fund Activity Categories

Education, Law, Justice and Legal Services

Manager

Cannabis Grants Unit (CGU)

Opportunity Posted Date

1/7/2026

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/b8803dd1-6173-4b9a-9057-ebac0b94c8fd>

Is Published

Yes

Funding Information

Opportunity Funding

\$13,000,000.00

Funding Sources

State

Funding Source Description

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions

State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13,



Division 2, Chapter 13, for additional information.

Award Information

Award Range

\$500,000.00 Ceiling

Award Period

07/01/2026 - 06/30/2027

Award Type

Competitive

Indirect Costs Allowed

No

Matching Requirement

No

Submission Information

Submission Window

01/07/2026 8:00 AM - 02/23/2026 5:00 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2026, BY 5:00 PM PST.

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

Question Submission Information

Question Submission Open Date

01/07/2026 8:00 AM

Question Submission Close Date

02/23/2026 5:00 PM

Question Submission Email Address

CGUGrants@chp.ca.gov

Question Submission Additional Information

GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2026, BY 5:00 PM PST.

CGU Office Hours:

Monday through Friday

8:00 am to 5:00 pm

Attachments

- FY26-27 RFA - Law Enforcement Small and Mid-Size
- FY26-27 Grant Application Evaluation Criteria

Eligibility Information



Eligibility Type

Public

Additional Eligibility Information

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less

Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Additional Information

Additional Information URL

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>

Award Administration Information

State Award Notices

Awards will be announced in May and June 2026.

Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:

- * Grant Provisions
- * Grant Project Types
- * Specific Grant Application Requirements
- * Grant Evaluation Criteria
- * Necessary Administrative Procedures for the Program

Regulations can be found at:

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations>

Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30

Quarter Two (Q2): October 1 - December 31

Quarter Three (Q3): January 1 - March 31

Quarter Four (Q4): April 1 - June 30

Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).



Project Information

Application Information

Application Name

Pleasanton Police Department

Award Requested

\$81,070.56

Total Award Budget

\$81,070.56

Primary Contact Information

Name

Chris Niederhaus

Email Address

cniederhaus@cityofpleasantonca.gov

Address

4833 Bernal Avenue
Pleasanton, California 94566

Phone Number

(925) 931-5100



Project Description

1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement.

Pleasanton Police Department

Organization/Agency Representative

Complete the following fields with the appropriate Organization/Agency representatives for the Grant Agreement. The completed fields will auto-populate in the Grant Agreement, so please ensure each individual will be the point of contact throughout the Project Performance Period.

- **The Authorized Official is authorized to enter into a Grant Agreement with signing authority**
- **The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant**
- **The Administrative Contact is responsible for day-to-day administration**

Authorized Official Name (first and last)

Chris Niederhaus

Authorized Official Title

Lieutenant

Authorized Official Address (Street)

4833 Bernal Avenue

Authorized Official Address (City, State, and ZIP Code)

Pleasanton, Ca. 94566

Authorized Official Phone Number (with area code)

9259315100

Authorized Official Email Address

cniederhaus@cityofpleasantonca.gov

Authorized Financial Contact Name (first and last)

Heather Dequincy

Authorized Financial Contact Title

Business Services Manager

Authorized Payment Reimbursement Address (Street) MUST MATCH FISCAL FORM

4833 Bernal Avenue

Authorized Payment Reimbursement Address (City, State, and ZIP Code) MUST MATCH FISCAL FORM

Pleasanton, Ca., 94566

Authorized Financial Contact Phone Number (with area code)

9259315100

Authorized Financial Contact Email Address

cniederhaus@cityofpleasantonca.gov

Administrative Contact Name (first and last)

Tracy Avelar



Administrative Contact Title

Police Chief

Administrative Contact Phone Number (with area code)

9259315100

Administrative Contact Email Address

tavelar@cityofpleasantonca.gov



2. Senate/Assembly/Congressional/County Information

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

<https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about>

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Senate 05

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Assembly 06

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

California Congressional District 14

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

Alameda

Number of residents (population) that your Organization/Agency serves.

77500



3. Statistical Data

Ensure the responses below align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

Number of schools in your jurisdiction.

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
Number of Schools	9	3	3	

Number of law enforcement personnel within your Organization/Agency.

83

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ☒ Yes
☐ No

How often does your agency conduct DUI enforcement activities (e.g., roving patrols, saturation patrols, checkpoints)?*

	Weekly Average	Monthly Average	Yearly Average
Enforcement Activities	0	2	25

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?

	SFST	ARIDE	DRE
Number of Trained Law Enforcement Personnel	40	25	2

How many certified DREs does your Organization/Agency currently have?

2

How many law enforcement personnel are certified SFST and/or DRE Instructors?

	SFST	DRE
Number of Certified Instructors	0	0

What in-service training does your Organization/Agency offer related to DUI?

We include the SFST refresher in the field training program phase two for all trainees. Additionally, we ensure that phase two includes DUI enforcement stops and that the trainee is working a shift more likely to result in a DUI arrest. We are implementing a new hybrid position within the Traffic Unit to incorporate a dedicated DUI officer, who will be assigned the DUI vehicle we received in the last grant cycle.

Is training conducted at your Organization/Agency or at an alternate facility?

- ☒ Within agency
☐ Alternate facility

Does your law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ☒ Yes
☐ No

Grant-Funded Equipment

Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at



least \$5,000)?

- ☒ Yes
☐ No

If yes, list the fiscal year of the Grant Agreement and EACH equipment item.

FY 25/26 the CHP Cannabis Grant funded the purchase of a dedicated DUI vehicle.

EXAMPLE ONLY

FY21-22 = Two Message Boards

FY22-23 = One DUI Vehicle



4. Project Description

Project Types: Please select each Project type included in your Project.

- ☒ Enforcement Efforts
- ☐ Law Enforcement Training
- ☒ Public Education and/or Prevention

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Pleasanton Police Department will host one DUI checkpoint within the city in the third or fourth quarter of 2026. This was a success in 2025, resulting in six DUI arrests and numerous citations and towed vehicles. Directed DUI saturation patrols are currently funded by OTS through 2026, and the proposed Lifelock PAS devices will support those scheduled enforcement efforts.



5. Problem Statement

Clearly identify the problem/need (Problem Statement) in your local community, which is the reason for requesting grant funds. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

Impaired driving continues to pose a serious threat to roadway safety in the City of Pleasanton. Despite ongoing enforcement efforts, individuals continue to operate vehicles under the influence of alcohol and drugs.

Pleasanton is intersected by major regional corridors, including Interstate 580 and Interstate 680, which generate substantial commuter and regional traffic. These high-volume roadways, combined with evening and weekend activities, increase the likelihood of impaired driving within the city.

In December 2025, a CHP grant-funded DUI checkpoint resulted in six DUI arrests and numerous citations for suspended and unlicensed drivers. These results from a single operation demonstrate that impaired drivers continue to travel on Pleasanton roadways and validate the ongoing need for high-visibility enforcement.

The department also conducts DUI saturation patrols throughout the year funded by the California Office of Traffic Safety (OTS). While these patrols are effective in identifying impaired drivers, checkpoints provide an additional higher-visibility deterrent and allow systematic driver screening in a controlled environment.

State and county data continue to show that impaired driving remains a leading factor in traffic collisions and injuries. Continued grant funding is necessary to support a comprehensive plan that combines saturation patrols and DUI checkpoints to reduce impaired driving and enhance public safety in Pleasanton.

Statistical Data/Report(s)

Statistical Data

Statistical Data (Reviewer Only)



6. Performance Measures/Scope of Work (Proposed Solution)

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and resources (Budget Line Items) needed to successfully complete the Project activities with justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

1. **DUI Checkpoint (Q2- Planning Coordination, Q2- Equipment Deployment, Q2- Checkpoint Conducted December 2026).** Aim to reduce DUI-related collisions by 7% within the months following the checkpoint through high visibility enforcement and deterrence. The checkpoint will screen a minimum of 1200 vehicles and measure enforcement outcomes, including DUI arrests, suspended/revoked license citations, and unlicensed driver citations.
2. **8 LifeLock Preliminary Alcohol Screening Devices with Tracking Software (Q1- Purchase and Immediate Deployment, Q1-Q4- Ongoing Use and Quarterly Reporting).** Aim to improve impaired driving detection efficiency and accuracy and contribute to an overall 10% increase in documented impaired driving contacts during the year due to enhanced testing and tracking. Measurable outputs include total PAS tests administered, the number of DUI arrests supported by PAS testing, and quarterly device usage reports.
3. **Generac Light Towers (Q1-Q2—Purchase and Receive, Q2—Deployment at Checkpoint).** Aim to enhance officer safety and operational effectiveness during nighttime checkpoint operations and ensure 100% illumination compliance of the screening area, reducing risk exposure and improving detection of impairment indicators. Measurable outcomes include safe deployment of a fully illuminated checkpoint operation and zero officer injuries related to visibility conditions.

EXAMPLE ONLY

16 DUI Saturation Patrols (Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4): Aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community.

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

4 Message Boards for DUI Checkpoints and Educational Messaging (Q1 = Purchase, Q2 = Receive, Q2-Q4 = Use to complete DUI Checkpoints and education): We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence.

4 Educational Presentations at local high schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 100 students each quarter to increase awareness of driving under the influence. The presentations will educate students on the implications of driving impaired.

NOTE: The number of activities listed for each Performance Measure must match the number of activities listed in the Budget.



7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Pleasanton Police Department will evaluate project effectiveness using quantitative data, qualitative assessment, and formal after-action reports.

Quantitative Measures:

- Number of vehicles screened at the December 2026 DUI checkpoint
- Number of DUI/DUID arrests
- Number of suspended/revoked and unlicensed driver citations
- Total PAS test administered (captured through LifeLock PAS tracking software)
- Quarterly usage reports
- Comparison of DUI-related collision data 12 months pre- and post-enforcement
- Year-over-year DUI arrest comparisons

A targeted 7% reduction in DUI-related collisions will serve as the primary outcome benchmark.

Qualitative Measures:

- Officer and supervisor feedback
- Community response to checkpoint announcements and enforcement activities

After-Action Reports:

A formal After-Action Report will be completed following the checkpoint. It will summarize enforcement results, evaluate staffing and equipment performance (PAS devices and lighting), assess safety considerations, and identify lessons learned. Findings will be reviewed by command staff to improve future operations.

Communication Plan

Internal:

- Quarterly updates to command staff
- Review of After-Action Report findings
- Inclusion of PAS usage and enforcement data in grant reporting

External:

- Press release before and after checkpoint
- Social media updates sharing enforcement results
- Public reporting of key statistics to reinforce deterrence messaging

Through structured data collection, documented review, and transparent communication, the department will demonstrate measureable project effectiveness and positive community impact.



8. Program Sustainability

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Pleasanton Police Department has developed a sustainable plan to maintain DUI enforcement efforts if grant funding is reduced or unavailable.

The primary costs in this project are one-time equipment purchases, including LifeLock PAS devices and light towers. These durable assets will remain in service for multiple years, significantly reducing future funding needs. Ongoing calibration, maintenance, and minor replacement costs will be absorbed into the department's general operating budget for FY27/28.

If the future grant funding is limited, DUI enforcement will continue by integrating checkpoint-style operations and saturation efforts into regular patrol staffing and the Traffic Unit. While operations may be scaled based on available personnel, high-visibility enforcement will remain a priority. Equipment purchased under this grant will continue to support enforcement without additional major capital investments.

After-Action Reports and enforcement data will be used to demonstrate effectiveness and support future internal budget requests if necessary.

Through long-term equipment investment, integration into routine operations, and gradual transition of maintenance costs to the general fund, the department is committed to sustaining impaired driving enforcement efforts beyond the life of this grant.



9. Administrative Support

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully complete the Project within the Project Performance Period. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Pleasanton Police Department has established experience managing state traffic safety grants and possesses the administrative capacity to successfully complete this project within the performance period. The project director, a police lieutenant, will oversee operational planning, budget monitoring, data collection, and timely submission of required reports. Supervisory personnel will coordinate staffing and deployment, while the city's Finance Department provides structured fiscal oversight. The department will also receive direct financial guidance from Business Services Manager Heather Dequincy, who assisted in overseeing last year's grant and ensured compliance with procurement procedures, expenditure tracking, reimbursement requests, and reporting requirements. Her continued oversight, combined with established internal controls, secure equipment storage, and record management systems, ensures the department has the personnel, financial expertise, and physical resources necessary to successfully implement and manage this project.



10. Other Grant Programs

Impaired Driving Grant Activities

Has your Organization/Agency previously received grant funding for impaired driving activities?

☒ Yes

☐ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Yes, the Pleasanton Police Department previously received grant funding for impaired driving enforcement through the California Office of Traffic Safety (OTS) and the CHP Cannabis Tax Fund Grant. The OTS grant funds multiple DUI saturation patrols conducted throughout the year, resulting in DUI arrests, enforcement contacts, and increased visibility of patrol presence during high-risk periods. The CHP Cannabis Grant supported impaired driving enforcement resources, including a dedicated DUI vehicle and a DUI checkpoint conducted in December 2025, which resulted in six arrests and multiple citations for suspended and unlicensed drivers. Both grants were successfully managed within the performance period, with all required reporting completed on time. The enforcement outcomes demonstrated measurable public safety impact and strengthened the department's ability to proactively address alcohol and drug-impaired driving within the community.

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or similar/related components that will be completed during the same time period as this Project)?

☐ Yes

☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Other Funding Sources

Are any personnel dedicated to this Project funded by other sources or grants, including salary support?

☐ Yes

☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.



11. Terms and Conditions

By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (EUNA), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (EUNA).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (EUNA) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

☒ I Agree

Financial Information System for California Government Agency Taxpayer ID (FI\$Cal Form)

A FI\$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI\$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI\$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The "Remit-To Address" on the FI\$Cal Form MUST match the "Official Address to Receive Reimbursement Payment" you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI\$Cal and the State Controller's Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at <https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>.

☒ I Agree

FI\$Cal Form

City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local



governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

☒ I Agree



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
DUI Checkpoint	\$25,857.00	\$25,857.00
Subtotal	\$25,857.00	\$25,857.00
Equipment		
Checkpoint Equipment	\$45,755.86	\$45,755.86
Subtotal	\$45,755.86	\$45,755.86
Other Direct Costs		
LifeLock PAS Devices	\$9,457.70	\$9,457.70
Subtotal	\$9,457.70	\$9,457.70
Total Proposed Cost	\$81,070.56	\$81,070.56

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$81,070.56	\$81,070.56
Subtotal	\$81,070.56	\$81,070.56
Total Proposed Revenue	\$81,070.56	\$81,070.56

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Itemize separate Budget line items by Project activity (ex: one Budget line item for DUI Saturation Patrol; one Budget line item for DUI Checkpoint). Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget line item, the narrative shall include: * Number of times Project activity will occur * Classification(s) assigned to the Project activity * Rate (range of pay) for each classification working Project activity (notate regular or overtime pay) *



Total number of hours for each Project activity. EXAMPLE: 16 DUI Saturation Patrols. 160 Total hours x \$100 an hour (highest hourly rate) = Total cost \$16,000. Sergeant OT rate with benefits \$80-\$100 per hour, Officer OT rate with benefits \$60-\$80 per hour. NOTE: If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction. NOTE: The number of activities listed for each Budget line item must match the number of activities listed in the Performance Measures.

DUI Checkpoint

One (1) DUI checkpoint will be conducted during the project performance period (December 2026). This grant-funded activity will require overtime compensation, inclusive of wages and benefits, for personnel directly assigned to the operation. Classifications assigned include Police Officers (15), Police Sergeants (2), Police Lieutenant (1), Streets Department personnel (2), and Community Service Officers (2). Overtime rates with benefits are as follows: Officer \$121.80 per hour, Sergeant \$158.40 per hour, Lieutenant \$170.90 per hour, Streets Personnel \$78.20 per hour, and CSO \$72.30 per hour. Each employee will work a 10-hour shift, totaling 220 combined personnel hours for the checkpoint. Total personnel cost for this single project activity is \$25,857.00. All services will occur within the Project Performance Period, and no full-salary positions are requested.

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least \$5,000 (ex: four identical assets, which cost \$1,250 each, for a total of \$5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete CTFGP grant-funded DUI/DUID enforcement, checkpoint, and education Project activities taking place in the Applicant's jurisdiction (ex: message board for DUI checkpoints). Equipment should be purchased at the beginning of the Project Performance Period. To be eligible for reimbursement, Equipment must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Equipment item. If requesting outfitting, include outfitting in the total cost of the vehicle. Any equipment or items permanently affixed to the vehicle are considered/classified as outfitting (ex: lights, sirens, decals, prisoner cage). Items such as flashlights, cones, signs and computers are not considered vehicle outfitting. The requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of their vehicle fleet. Please refer to Annex A of the Request for Application (RFA) for ineligible expenses. For EACH Budget line item, the narrative shall include: * Description of equipment item * Quantity * Unit cost * Outfitting cost, if applicable * Total cost * Correlating CTFGP activity. EXAMPLE: DUI/DUID Enforcement Patrol Vehicle 1 @ \$80,000 + Outfitting \$40,000 = \$120,000 for Checkpoint and DUI/DUID Saturation Patrols NOTE: The number of activities listed for each Budget line item must match the number of activities listed in the Performance Measures.

Checkpoint Equipment

The Pleasanton Police Department is requesting two (2) Generac MLT6SKDS-STD3 diesel LED light towers at \$12,780 per unit, plus tax, delivery, and contingency, for a total cost of \$45,755.86, and eight (8) LifeLock Preliminary Alcohol Screening (PAS) devices at \$646 per unit, including supporting software, calibration, tax, shipping, and contingency, for a total cost of \$9,457.96. Both equipment items are non-expendable assets with a useful life exceeding one year and will be purchased and received at the beginning of the Project Performance Period. The light towers are directly necessary to safely conduct the one (1) CTFGP-funded DUI checkpoint by providing full illumination of the screening area, enhancing officer safety and proper impairment detection. The PAS devices, equipped with integrated tracking software, will support DUI enforcement by enabling accurate roadside alcohol screening and documenting usage data for quarterly reporting. These equipment requests directly correlate to the single DUI checkpoint activity listed in the performance measures and are essential to successfully completing the project.

Other Direct Costs

Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Other Direct Costs item. For EACH Budget line item, the narrative shall include: * Name/description of Other Direct Costs * Quantity * Unit cost * Total cost * Correlating CTFGP activity. EXAMPLE: Large Traffic Cones. 75 @ \$40 each = \$3,000 for Checkpoints NOTE: The number of activities listed for each Budget line item must match the number of activities listed in the Performance Measures.

**LifeLock PAS Devices**

The Pleasanton Police Department is requesting Other Direct Costs for operational components associated with eight (8) LifeLock Preliminary Alcohol Screening (PAS) devices to support the one (1) CTFGP-funded DUI Checkpoint and scheduled DUI saturation patrols throughout the year. This includes supporting software (1 unit at \$195.00), testing and calibration services (8 units totaling \$1,644.00), and miscellaneous parts (\$184.80), for a subtotal of \$7,191.80. With applicable tax (\$737.15), shipping (\$75.54), and a 20% contingency (\$1,453.47), the total requested amount is \$9,457.96. These costs are directly related and necessary to ensure the PAS devices are properly calibrated, fully operational, and capable of tracking usage data for quarterly reporting. All items will be purchased and received at the beginning of the project performance period to ensure they are available for the December 2026 DUI checkpoint activity identified in the performance measures.

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON
AUTHORIZING ACCEPTANCE OF GRANT FUNDING FROM THE CALIFORNIA
HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM IN THE AMOUNT OF
\$81,070.56**

WHEREAS, the City of Pleasanton desires to reduce the number of Driving Under the Influence (DUI) instances and DUI collisions through the use of funds made available through the Cannabis Tax Fund Grant Program (CTFGP) administered by the California Highway Patrol (CHP); and

WHEREAS, CHP has provided notice to the City of its intent to award a grant in the amount of \$81,070.56; and

WHEREAS, CHP requires that City Council adopt a resolution to be eligible to accept and execute the grant agreement in the amount of \$81,070.56; and

WHEREAS, grant funds received from the CHP shall not be used to supplant expenditures of the City's General Fund; and

WHEREAS, the City of Pleasanton procedures require the City Council's approval for all grant applications and funding agreements.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:

SECTION 1: The submission of the application and acceptance of funds on behalf of the City of Pleasanton is ratified and approved;

SECTION 2: Authorizes the City Manager, or designee, to execute all necessary documents required by the CHP CTFGP;

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on July 7, 2026.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of July 2026, by the following vote:

Ayes: Councilmembers

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

July 7, 2026
Police

TITLE:

**APPROVE A CITY-SPONSORED STREET CLOSURE ON SECOND STREET
BETWEEN KOTTINGER DRIVE AND ABBIE STREET FOR HALLOWEEN ON
OCTOBER 31, 2026**

SUMMARY

Due to the high volume of pedestrian traffic during the evening trick-or-treating period that come to Second St. each Halloween, at its June 16 meeting the City Council recommended that staff develop a plan for the closure of the street for safety. This report outlines that plan and the costs.

RECOMMENDATION

Approve a street closure on Second Street between Kottinger Drive and Abbie Street for Halloween on October 31, 2026.

BACKGROUND

Halloween activity on Second Street between Kottinger Avenue and Abbie Street has historically attracted a high volume of pedestrian traffic during the evening trick-or-treating period. The concentration of children, families, and other community members in the area creates increased interaction between pedestrians and vehicles during peak hours. In an effort to create a safe experience for the community, the City Council directed staff to develop a plan for a street closure and bring it back for consideration.

DISCUSSION

The proposed temporary street closure on Second Street between Kottinger Avenue and Abbie Street on Halloween 2026, from 4:00 p.m. to 9:00 p.m., is intended to improve pedestrian safety during the peak trick-or-treating period. This segment of Second Street experiences a high concentration of foot traffic on Halloween, including children, families, and other community members walking in the roadway and crossing frequently between homes. A temporary closure during these hours would reduce conflicts between vehicles and pedestrians during the period of highest activity.

Under the proposed closure, parked vehicles could remain on the street. Requiring all vehicles to be removed in advance would be labor-intensive to administer and enforce and would create additional inconvenience for residents. Allowing legally parked vehicles to remain in place would provide a practical approach while still limiting active vehicle movement through the area.

Vehicles would not be permitted to enter or exit the closure area between 4:00 p.m. and 9:00 p.m. While this restriction would create inconvenience for residents during the closure period,

allowing vehicles to come and go would require escorting each vehicle through the pedestrian area. That approach would significantly increase staffing needs, including police or other traffic control personnel, and would increase the overall cost and operational complexity of the closure.

Neal Street would remain open during the proposed closure period. Keeping Neal Street open would preserve access through the surrounding neighborhood while maintaining the closure on the primary block experiencing the highest concentration of trick-or-treating activity.

Implementation of the closure would require coordinated advance notification to all residents on Second Street regarding the closure hours, access restrictions, and event-day expectations. Clear and timely communication would be important to minimize confusion and allow residents to plan accordingly.

The proposed closure presents a balance between neighborhood vehicle access and pedestrian safety during a period of significant activity. Consideration of the temporary closure includes operational impacts, resident inconvenience, staffing implications, and the public safety benefits associated with limiting vehicle movement during peak trick-or-treating hours.

EQUITY AND SUSTAINABILITY

If the City moves forward with this closure as a sanctioned event, other neighborhoods may also request Halloween street closures. Multiple City-sponsored Halloween street closures would be unsustainable.

OUTREACH

No outreach was done for this item.

STRATEGIC PLAN ALIGNMENT

This item is aligned with the strategic plan goal of *Safeguarding Our City*.

FISCAL IMPACT

This event is expected to incur approximately \$8,000 to \$9,000 in overtime staffing costs for Police and Public Works.

Prepared by:



Submitted by:



Approved by:



Tracy Avelar, Police Chief Tracy Avelar, Police Chief

Joe Calabrigo, Interim
City Manager

Attachments:

None

July 7, 2026
Public Works - Utilities Division

TITLE: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ZONE 7 WATER AGENCY FOR MUNICIPAL AND INDUSTRIAL WATER SUPPLY

SUMMARY

The City's primary water supply source is treated water purchased from the Zone 7 Water Agency (Zone 7). In early 2023, Zone 7 began a renewal process with the City and the other water retailers – California Water Service, City of Livermore, and Dublin San Ramon Services District (DSRSD) – to extend water supply service through December 31, 2055.

The proposed agreement preserves the key principles of prior agreements while updating the language and provisions to reflect current laws and regulations, improve formatting, and incorporate revisions where appropriate. Key provisions of the proposed agreement are summarized in the Discussion section of this report.

The proposed agreement is substantially similar to the agreements being considered by the other retailers and was approved by the Zone 7 Board of Directors on May 19, 2026. Each retailer is presenting its respective agreement to its governing body for review and approval during June and July 2026.

RECOMMENDATION

Authorize the City Manager to execute an agreement with Zone 7 for municipal and industrial water supply.

BACKGROUND

The City has two water supply sources:

1. Treated water purchased from Zone 7, also referred to as municipal and industrial water supply; and
2. The City's groundwater production quota (GPQ) of 3,500 acre-feet per year (AFY).

Historically, treated water purchases from Zone 7 have represented approximately 70 to 80 percent of the City's total water supply. However, in November 2022, the City removed all its groundwater wells from service due to the detection of PFAS. Since that time, the City's water supply has been provided exclusively through treated water purchases from Zone 7. The City is currently implementing the Groundwater Supply Project to restore use of its GPQ, with completion tentatively estimated for the end of 2029.

The City's first agreement with Zone 7 for treated water supply was approved on January 22, 1968, for a 30-year term. Around that time, Zone 7 also executed similar treated water supply agreements with other water retailers, including California Water Service, City of Livermore,

and Valley Community Services District, the predecessor to the Dublin San Ramon Services District (DSRSD).

In the 1990s, at the end of the original 30-year terms, Zone 7 executed new 30-year treated water supply agreements with California Water Service, City of Livermore, and DSRSD. The City and Zone 7 did not reach a new agreement at the time. As a result, Zone 7 has continued delivering treated water to the City pursuant to the renewability clause in the original agreement.

DISCUSSION

In early 2023, in anticipation of the expiration of existing agreements, Zone 7 initiated a renewal process with the City and the other water retailers to extend water supply service through December 31, 2055. Over the past three years, Zone 7 and the retailers have worked collaboratively to negotiate new agreements that preserve the key principles of prior agreements while updating language and provisions to reflect current laws and regulations, improve formatting, and incorporate revisions where appropriate.

Key provisions of the agreement include:

- The City shall procure all water supply for use within its service area through purchase of treated water from Zone 7 or through the use of its GPQ. Alternative supplies are only allowed for emergency purposes, when Zone 7 cannot deliver requested quantities, or when the supply is recycled water for permitted reuse purposes.
- Treated water delivered by Zone 7 shall comply with all water quality requirements of the State Water Resources Control Board Division of Drinking Water and the United States Environmental Protection Agency.
- All deliveries from Zone 7 are subject to water availability, which may be impacted by drought, facility outages, restrictions on groundwater extraction capacities, or other factors.
- Zone 7 is to continue implementing a water conservation program.
- Zone 7 shall measure and record volumes of water delivered to the City and shall test meters for accuracy at least annually.
- Zone 7 retains the ability to regulate flows delivered to the City when the flows exceed system capacities.
- New turnout facilities are subject to Zone 7 review and approval, and construction costs are the responsibility of the City. Ownership and maintenance of new turnout facilities remain the sole responsibility of Zone 7.
- The agreement acknowledges Zone 7's role as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin and its responsibilities to sustainably manage the basin in compliance with the Sustainable Groundwater Management Act.
- The agreement acknowledges the City's right to extract groundwater based on its GPQ (3,500 AFY). As with the other retailers, the City's GPQ remains unchanged from the previous agreement.
- The Zone 7 Board of Directors shall adopt and publish rate schedules for charges levied pursuant to the agreement. Each charge must be based on the cost of providing service and may not be unreasonable, arbitrary, or discriminatory.
- Zone 7 shall communicate with the City on an ongoing basis regarding updates to

policies and procedures that may be of interest to the City and shall solicit City input as appropriate.

- Requires Zone 7 to make good-faith efforts to cooperate with the City regarding operation of Zone 7 facilities, specifically the production of groundwater vs surface water production, which may impact the City's water quality within its distribution system.
- Requires Zone 7 to make good-faith efforts to provide preliminary assessments of its ability to meet the City's Water Delivery Schedule shortly after the City submits its schedule on July 15 for the following year. This will allow the City to make advance arrangements for alternative supplies, such as additional groundwater production, if necessary.

The Zone 7 Board of Directors approved the municipal and industrial water supply agreements for each retailer on May 19, 2026. Each retailer plans to present its agreements to its governing body for approval during June and July 2026.

EQUITY AND SUSTAINABILITY

This agreement supports long-term community water supply planning in response to changing climate conditions and helps promote cost savings, enhanced water quality and availability, and increased resiliency.

OUTREACH

No outreach was conducted as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This item advances the ONE Pleasanton strategic plan goal of *Investing in Our Environment* by ensuring water quality and availability over the term of the agreement.

FISCAL IMPACT

There are no fiscal impacts associated with approval of this agreement.

Prepared by:



Siew-Chin Yeong, Director
of Public Works

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Joe Calabrigo, Interim
City Manager

Attachments:

1. Zone 7 and City Agreement for Municipal & Industrial Water Supply

A26-74-PLE

CONTRACT BETWEEN

ZONE 7 WATER AGENCY
AND
CITY OF PLEASANTON

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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Municipal & Industrial Water Supply Contract

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CONTRACT BETWEEN
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND CITY OF PLEASANTON FOR A
MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter referred to as "Zone 7" and CITY OF PLEASANTON, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the *Zone 7 of Alameda County Flood Control and Water Conservation District's Terms and Conditions for a Municipal and Industrial Water Supply to the City of Pleasanton* (M&I Contract); and

WHEREAS, that M&I Contract provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, the M&I Contract between Zone 7 and Contractor expires December 31, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, and to provide for future water supply to Contractor's Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (also referenced herein as the "Agreement"), the following terms shall have the meanings hereinafter set forth:

- a. "Alternate Supply" shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.
- b. "Alternative GSP" shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.
- c. "Board" shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.
- d. "Extract" or "Extraction" shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels, excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.
- e. "Groundwater Pumping Quota" or "GPQ" shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.
- f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.
- g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.
- h. "Max Day Treated Water Demand" shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).
- i. "Municipal & Industrial Contractor" or "M & I Contractor" shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.
- j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.
- k. "Safe Yield" shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the

Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.

- l. "Sustainable Yield" shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.
- m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.
- n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are outside of Zone 7's jurisdictional boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or

who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources Control Board's Division of Drinking Water and the United States Environmental Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In accordance with Zone 7's Water Supply Reliability Policy, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement proportionately across each M&I Contractor's Service Area, provided that Zone 7 may apportion on another basis if such is required to meet

minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for water uses within the Zone 7's service area, including Dougherty Valley. To that end, Zone 7 will develop, implement or participate in such programs and enter into agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

- a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;
- b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or
- c) In the event that Zone 7 is unable to deliver the quantity of treated water necessary to satisfy Contractor's delivery request. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the Contractor's requirements. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or
- d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the

exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

- e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources Control Board's Division of Drinking Water, the Regional Water Quality Control Board and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition and delivery of Alternate Supply pursuant to this Section. Provided, however, that if Contractor is instructed by Zone 7 to acquire water from Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

- a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.
- b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry

practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

- c) Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense. The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best efforts to meet Contractor's water delivery requests. To the extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year. Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining deposit, within 30 days of Zone 7's submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

- a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.
- b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.
- c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or Contractor's designee shall be responsible for the maintenance of any landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.
- d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee. For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7

transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that each Party's facilities and operations are not impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. Upon Contractor's request, Zone 7 shall provide Zone 7's monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, as well as anticipated pressure ranges for each on Contractor's side of the turnout facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may impact Contractor's authority to extract groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 3,500 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the Contractor's Service Area.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent calendar years. Contractor's carry-over or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractor's Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually. Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water").

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

- (a) Treated water rates
- (b) In-Lieu Treated Water
- (c) Water Connection Fees
- (d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it

becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of

any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not

restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when water is delivered to the turnout or other connection point to Contractor's water delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (collectively, "Zone 7") from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that

quantity of water set forth in the approved delivery schedule for the last full calendar year before the expiration of the term of this contract. However, if a new contract is not entered into within 2 years from the date of expiration of this contract, then the Board may, at its option, set the terms and conditions for the continued provision of Municipal & Industrial water supply to Contractor.

45. Counterparts

This Agreement may be executed in counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

46. Notices

All notices or other writings in this contract provided to be given or made or sent, or which may be given or made or sent, by one party hereto to another, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, certified or first class, postage prepaid, and addressed as follows:

To Zone 7:	General Manager Zone 7 Water Agency 100 North Canyons Parkway Livermore, CA 94551
------------	--

To Contractor:	City Manager City of Pleasanton PO Box 520 Pleasanton, CA 94566
----------------	--

The address to which any notice or other writing may be given or made or sent to any party may be changed upon written notice given by such party as provided above.

47. Severability

If any one or more of the terms or conditions set forth in this contract to be performed on the part of Zone 7 or Contractor, or either of them, should be contrary to any provisions of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction, then such terms or conditions, shall be null and void and shall be deemed severable from the remaining terms or conditions and shall not affect the validity of the remaining provisions of this contract.

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract.

G. CONTRACTOR-SPECIFIC PROVISIONS

51. Operational Coordination

Zone 7 and Contractor will make good faith efforts to cooperate with the Contractor on the operation of Zone 7 facilities related to the delivery of contracted water supply, including groundwater production.

52. Delivery Schedule Preliminary Approval

The Contractor shall submit its annual Preliminary Water Delivery Schedule pursuant to Section 11 to Zone 7 by July 15 of the year prior to the requested water delivery. Zone 7 will make good faith efforts to provide a preliminary assessment of the Contractor's Preliminary Water Delivery Schedule. Any preliminary assessment from Zone 7 is for information only and is subject to revision as set forth in Section 11.

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

CITY OF PLEASANTON

ZONE 7 WATER AGENCY

BY _____
City Manager

BY _____
President, Board of Directors

ATTEST:

ATTEST:

BY _____
City Clerk

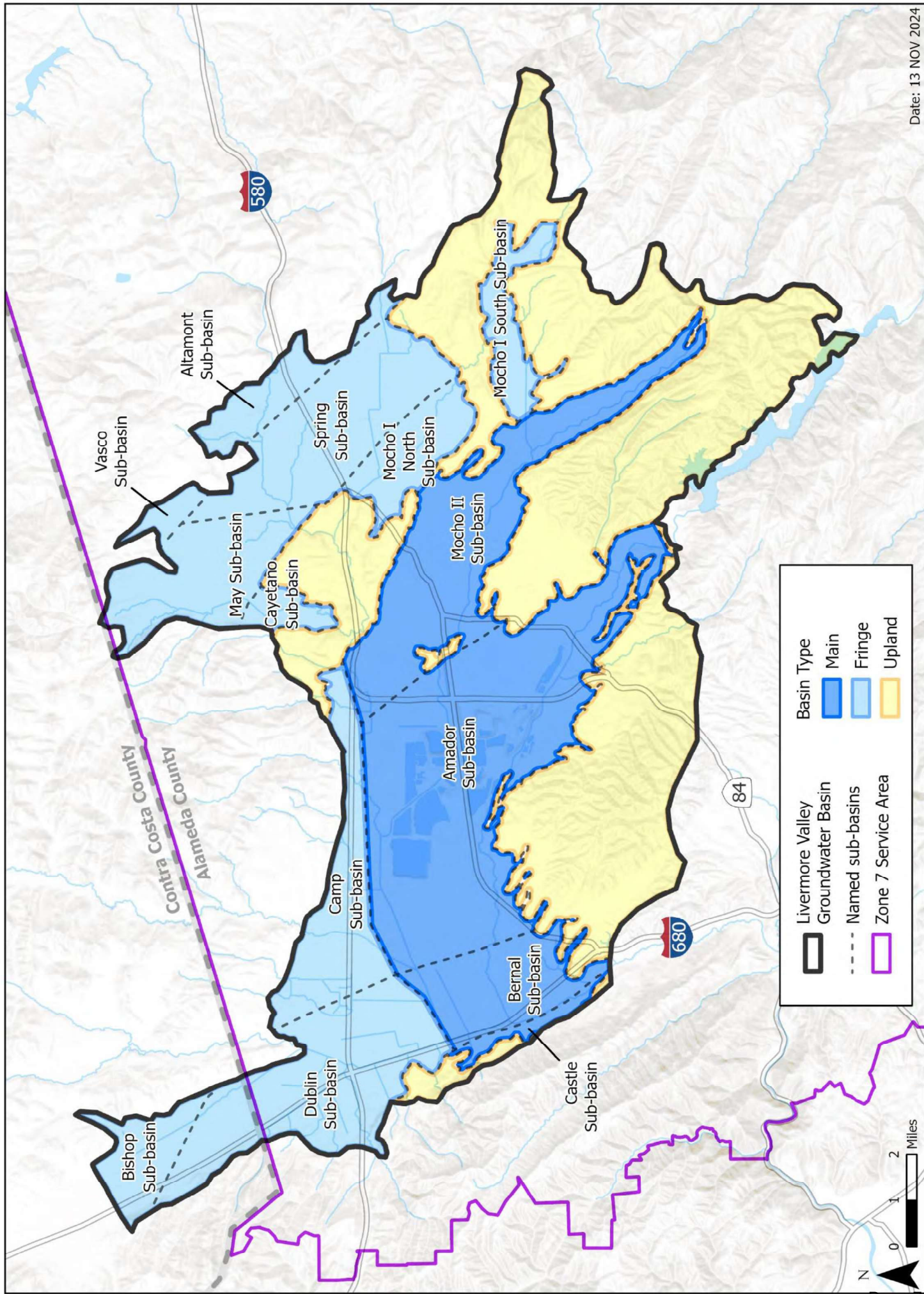
BY _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
City Attorney

BY _____
General Counsel



Date: 13 NOV 2024

Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))



Exhibit A - Livermore Valley Groundwater Basin

Legend

Boundaries

Urban Growth Boundary

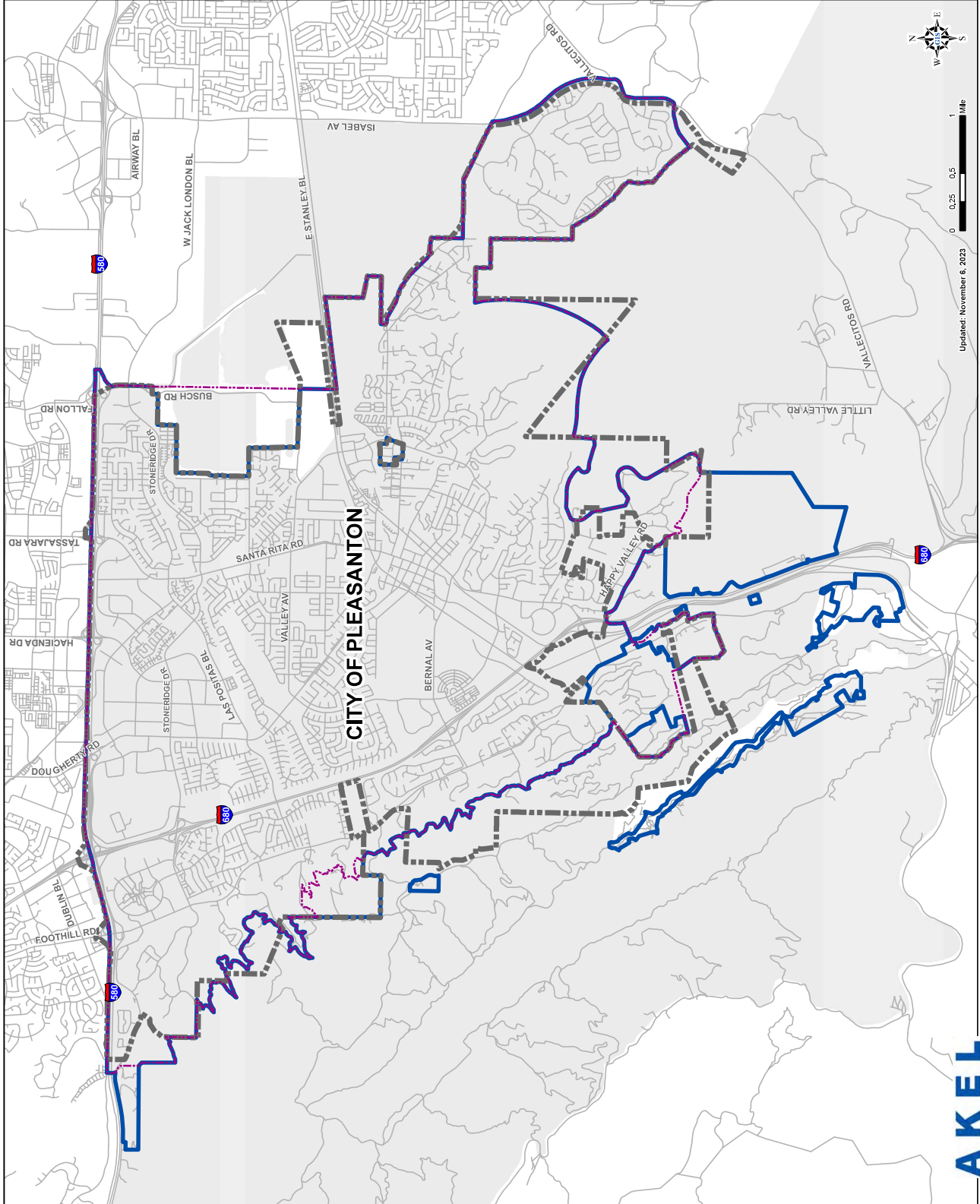
City Limits

Water Service Area

General Plan Area

Streets

Exhibit C Contractor's Service Area



Updated: November 6, 2023

File Path: P:\GIS\GISData\MapServer\MapInfo\B_033_Pleasanton_10023.mxd

AKEL
ENGINEERING GROUP, INC.

CITY COUNCIL AGENDA REPORT

July 7, 2026
Public Works - Utilities Division

TITLE: RECEIVE AN UPDATE ON ANNUAL REVIEW OF THE CITY'S SEWER SYSTEM MANAGEMENT PLAN FOR CALENDAR YEAR 2025

SUMMARY

State Water Resources Control Board (SWRCB) General Order WQ 2022-0103-DWQ requires the City to maintain a Sewer System Management Plan (SSMP) to properly manage, operate, and maintain its sewer system; reduce and prevent spills; and contain and mitigate spills that do occur. The City's current SSMP was adopted by Council on June 17, 2025, and certified to the SWRCB on July 24, 2025.

Element 9 of the SSMP indicates that the City will annually review the SSMP for effectiveness, make changes to improve program implementation, and report key performance indicators to the City Council. This agenda report provides the City Council with an update on the City's annual review of its SSMP for calendar year 2025.

RECOMMENDATION

Receive an update on the annual review of the City's Sewer System Management Plan for calendar year 2025.

BACKGROUND

The City owns and operates a sewer collection system consisting of approximately 253 miles of gravity sewers, 4.9 miles of force mains, eight siphons, 11 active pump stations, and approximately 21,000 service connections. Average dry-weather flow is approximately 6 million gallons per day (MGD). The City has agreements with Dublin San Ramon Services District (DSRSD) and the City of Livermore, for the Ruby Hill service area, for wastewater treatment and is a member of the Livermore-Amador Valley Water Management Agency (LAVWMA) for treated wastewater disposal. The City also has agreements with Alameda County that allow sewage flows from their Castlewood Service Area to be transported through the City's collection system for treatment at DSRSD.

Pursuant to State Water Resources Control Board (SWRCB) General Order WQ 2022-0103-DWQ, the City is required to maintain a Sewer System Management Plan (SSMP). The City's current SSMP was adopted by the City Council on June 17, 2025, and certified to the SWRCB on July 24, 2025. Element 9, Monitoring, Tracking, and Reporting System, indicates that the City will annually review the SSMP for effectiveness, make changes to improve program implementation, and annually report key performance indicators to the City Council.

Staff recently completed the annual review for calendar year 2025, and this agenda report serves as that annual update to the City Council. The latest version of the SSMP is available on the City's website: [Sewer System Management Plan](#). Appendix C, Change Log, documents the changes made since City Council adoption in June 2025.

DISCUSSION

Major achievements in implementation of the City's SSMP during calendar year 2025 are summarized below:

- Prepared the SWRCB-required update to the SSMP, which was adopted by the City Council on June 17, 2025, and certified to the SWRCB on July 24, 2025. The next major update is due to the SWRCB by August 1, 2031.
- Prepared the SWRCB-required electronic service area map and certified it to the SWRCB on November 18, 2025.
- Prepared the City's Long-Term Sewer Capital Improvement Program (CIP) report, which was approved by the City Council on November 4, 2025.
- Updated the City's Sewer Spill Emergency Response Plan (SERP) based on staff's annual review. The current SERP is available on the City's website.
- Implemented a new root control program that includes root cutting and chemical applications in target areas identified during pipe inspections to reduce the risk of overflows.
- Established the foundational elements of a Sewer Pipe Blockage Control Program (SPBCP) to reduce the risk of overflows associated with food service establishments (FSEs). The SPBCP includes updated outreach and inspection procedures.
- Completed construction of the following CIP project: Denker Drive Emergency Repairs.
- Began design of the following CIP projects: Emergency Power Improvements and Lift Station 14 Electrical Improvements.

Major goals for implementation of the City's SSMP during calendar year 2026 are summarized below:

- Complete the 2026 sewer rate study, which incorporates recommendations from the Long-Term Sewer CIP Report and an internal resource review related to SSMP implementation. If approved by City Council, rate changes would take effect on January 1, 2027.
- Use SMART covers to monitor surcharge conditions in pipe segments flagged for monthly maintenance on the City's hot spot list to reduce the risks of overflows.
- Implement a new manhole inspection program using video cameras and 3D-generated models.
- Update critical spare parts lists and inventories for fleet vehicles, lift stations, and emergency overflow response.
- Prepare lift station emergency response plans.
- Begin inspections of FSEs in accordance with the new SPBCP.
- Complete design and begin construction of the following CIP projects: Emergency Power Improvements, Lift Station 14 Electrical Improvements, and Sunol Boulevard Sewer Improvements.
- Begin study and design of the following CIP projects: Force Main Condition Assessment and Denker Drive Area Sewer Improvements.

Table 9-1 of the SSMP provides a list of key performance indicators established by the City to

monitor, track, and report on the effectiveness of program implementation. Table 1 below summarizes the City's performance during calendar year 2025.

Table 1 – 2025 Key Performance Indicators

Key Performance Indicator	Target	2025
<u>Regulatory Compliance</u>		
Number of Spills	5	0
Number of Repeat Spills	0	0
Spill Reports Completed on Time		
Category 1 (per incident)	100%	N/A
Category 2 (per incident)	100%	N/A
Category 3 (per incident)	100%	N/A
No Spill or Category 4 and/or Lateral Spills (per month)	100%	100%
Category 4 and/or Lateral Spills (annual)	100%	N/A
Annual Report Completed on Time	100%	100%
SSMP Audit Completed on Time	100%	N/A
SSMP Update Completed on Time	100%	100%
<u>Spill Response</u>		
Response Time (receipt of call to arrival at site)		
During Business Hours	Less than 30 min 95% of the time	N/A
After Business Hours	Less than 90 min 95% of the time	N/A
Spill Recovery Volume (average)	75%	N/A
<u>Inspections & Maintenance</u>		
Gravity Mains Cleaned		
Total	-	233,122 LF
System Cleaning (7-year cycle)	190,000 LF	174,500 LF
Redundant Cleaning	-	58,622 LF
Gravity Mains Inspected		
Total	-	164,624 LF
System Inspection (7-year cycle)	190,000 LF	164,624 LF
Redundant Inspection	-	-
Manhole Inspections (7-year cycle)	790	Inspection program to begin in 2026

Monthly Lift Station Inspections (11 stations)	75%	77%
Force Main Inspections		
Yearly Alignment Walks (11 Force Mains)	100%	Inspection program to begin in 2026
Quarterly Vaults/ARVs	75%	Inspection program to begin in 2026
Work Orders		
Total	-	203
Open	-	3
Open vs. Total	25%	1.5%

As shown in Table 1, the City experienced no overflows in calendar year 2025, which is below the annual target of five occurrences. Overflows in prior years have ranged from one to seven occurrences annually.

For gravity main cleaning and inspection, the City achieved approximately 92 percent and 87 percent, respectively, of the annual target of 190,000 linear feet. Performance below the annual target was primarily attributable to operator shortages in the Utilities Division during calendar year 2025. To help address this issue moving forward, the City has identified the need for on-call contract services to supplement staff, as needed, to meet cleaning and inspection targets. Funding for these contract services has been incorporated into the current sewer rate study.

The City exceeded its targets for lift station inspections and open work orders. Manhole and force main inspections are new programs recommended in the SSMP adopted by the City Council in June 2025, with implementation planned to begin in 2026.

EQUITY AND SUSTAINABILITY

Implementation of the SSMP supports long-term protection of community water resources and helps prepare the City's infrastructure for changing climate conditions. These efforts contribute to improved water quality, enhanced system reliability, and increased resiliency.

OUTREACH

Outreach occurs as described in Element 11 of the City's SSMP.

STRATEGIC PLAN ALIGNMENT

Approval of this item supports the ONE Pleasanton strategic plan goal of *Investing in Our Environment*.

FISCAL IMPACT

There are no fiscal impacts associated with this agenda report.

Prepared by:



Submitted by:



Approved by:



Siew-Chin Yeong, Director
of Public Works

Siew-Chin Yeong, Director of Public
Works

Joe Calabrigo, Interim
City Manager

Attachments:

None

CITY COUNCIL AGENDA REPORT

July 7, 2026
Public Works - Engineering Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH ZOON ENGINEERING, CONSOR NORTH AMERICA, INC., AND 4LEAF, INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, EACH IN AN AMOUNT NOT TO EXCEED \$333,333 FOR A THREE-YEAR TERM, WITH OPTIONS FOR TWO ONE-YEAR EXTENSIONS

SUMMARY

The City relies on professional construction management and inspection services to supplement staff resources within the Public Works Department. In April 2026, staff issued a Request for Qualifications (RFQ) for on-call construction management and inspection services. Eight Statements of Qualifications (SOQs) were received from interested consulting firms, and four firms were invited to participate in interviews.

Based on the firms' qualifications, relevant experience, interview performance, references, and demonstrated ability to provide construction management and inspection services, staff recommends approval of Professional Services Agreements with Zoon Engineering, Consor North America, Inc., and 4Leaf, Inc.

If approved, the agreements will provide on-call services from July 7, 2026, through June 30, 2029, with the option to extend for up to two additional one-year terms. The total not-to-exceed amount for all three agreements will be \$1,000,000, with \$333,333 allocated to each agreement.

RECOMMENDATION

1. Authorize the City Manager to enter into Professional Services Agreements with Zoon Engineering, Consor North America, Inc., and 4Leaf, Inc. for on-call construction management and inspection services, each in an amount not-to-exceed \$333,333 for a three-year term, with options for two one-year extensions;
2. Authorize the City Manager to execute the attached Professional Services Agreements; and
3. Authorize the Director of Public Works to approve individual task authorizations up to \$100,000, and authorize the City Manager to approve individual task authorizations up to \$200,000. Task authorizations exceeding \$200,000 shall be presented to the City Council for consideration.

BACKGROUND

On July 20, 2021, the City Council authorized on-call agreements with three consulting firms for construction management, resident engineer, and inspection services. These agreements

were extended for one year in July 2024 and again in July 2025. During the term of those agreements, the three consulting firms completed numerous critical assignments in support of the Engineering Division within the Public Works Department. All current agreements will expire on June 30, 2026.

To ensure these on-call services remain available, staff advertised a Request for Qualifications (RFQ) for on-call construction management and inspection services in April 2026. The RFQ described the services needed, the selection process, and the not-to-exceed budget for each agreement. Through the review and interview process, the three selected consulting firms demonstrated the qualifications, responsiveness, and capacity necessary to provide these services to the City.

DISCUSSION

The Engineering Division of the Public Works Department is responsible for advancing numerous construction projects included in the adopted Capital Improvement Program (CIP) and for ensuring that subdivisions and similar land development projects comply with City approvals and governing regulations. Although the City employs highly skilled Public Works inspection staff, consultant support is periodically needed to supplement internal resources and address workload fluctuations.

Using on-call consultants allows the City to respond more efficiently than procuring services on a project-by-project basis. With consultants already under contract, staff can assign tasks more quickly, maintain project schedules, and obtain specialized services when needed.

Because workload demands vary over time, maintaining agreements with three on-call consultants provides flexibility to assign work based on consultant availability, expertise, and project scheduling needs. The consultants understand that the agreements do not guarantee any minimum amount of work and that the full not-to-exceed budget amount may not be expended during the agreement term. Work will be assigned through task authorizations based on the needs of the Engineering Division.

Staff recommends that the City Council authorize the City Manager to enter into Professional Services Agreements with the following firms:

1. Zoon Engineering
2. Consor North America, Inc.
3. 4Leaf, Inc.

Each agreement would have a not-to-exceed amount of \$333,333 over the initial three-year term, with an option to extend for up to two additional one-year terms.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is a routine matter of City business.

OUTREACH

Not applicable as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Goals of *Investing in our Environment* Strategy 1 - Implementation of the Capital Improvement Program, and *Building a Community where Everyone Belongs* Strategy 9 - Advance the East Pleasanton Specific Plan.

FISCAL IMPACT

Approval of the proposed agreements does not require additional funding. Funding for consultant services is budgeted under individual CIP projects approved by the City Council or funded through developer-paid fees. Specific account coding from the adopted Operating or Capital Improvement Program budget will be assigned when individual task authorizations are issued.

Prepared by:



Michael Stella, City Engineer

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Joe Calabrigo, Interim City Manager

Attachments:

1. Professional Services Agreement with Zoon Engineering
2. Professional Services Agreement with Consor North America, Inc
3. Professional Services Agreement with 4Leaf, Inc

- ☐ Exhibit A
- ☐ Certificate(s) of Insurance
- ☐ Professional Liability Insurance
- ☐ W-9

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into July 7, 2026, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Zoon Engineering, whose address is 3960 Adeline Street #3, Emeryville, CA 94608, and telephone number is (510) 338-6434, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing Construction Management and Inspection services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Consultant shall provide on-call Construction Management and Inspection services for the City of Pleasanton as requested by the Public Works Department, Engineering Division, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, contract plans and specifications, archive drawings and reports, related to existing City’s facilities, aerial photography, City’s standard specifications and design guides, answering non-technical questions during bid period, reviewing all Consultant’s deliverables and providing comments in a timely manner, AutoCAD files for City’s title block and standards and record drawings related to the City’s existing utilities.

3. **Staff.** Consultant shall assign Nabil Hissen, P.E. to serve as Project Manager, who may not be replaced without written consent of City.

4. **Term.** Time is of the essence. Consultant shall begin work July 7, 2026. The work as described in Exhibit A, Scope of Work, shall be completed by June 30, 2029. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2031.

5. **Compensation.** For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis for a not-to-exceed total of \$333,333 for the term of the Agreement.

As for each work authorization, compensation for services and reimbursement for costs shall not exceed the amount set in each executed Work Authorization unless the parties agree pursuant to Section 8, below.

For the services to be rendered, City shall pay Consultant on a time and material basis based on hourly rates with annual adjustment capped at 4% annually as described more particularly in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement. Annual adjustments will be based upon the CPI-U for the San Francisco Area as issued by the US Bureau of Labor Statistics and submitted prior to the end of the fiscal year for approval. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. Sufficiency of Consultant's Work.

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or

disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement (“materials”) shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant’s Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then

only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”) in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant’s percentage of fault as provided in California Civil Code § 2782.8.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best’s rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor’s policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These requirements do not apply to Professional Liability.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Zoon Engineering
3960 Adeline Street #3
Emeryville, CA 94608

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

16. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Joe Calabrigo, Interim City Manager

By: _____
Signature

ATTEST:

Jocelyn Kwong, City Clerk

Print Name
Its: _____
Title

Approved as to form:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name
Its: _____
Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]
Rev. 11/23



CM | claims | project controls

COST PROPOSAL

The following provides Zoon Engineering's billings rates for the classifications proposed.

Classification	Direct Rate	Billing Rate
Project Manager	\$90.00 - \$100.00	\$257.67 – \$286.30
Assistant Project Manager	\$75.00 - \$95.00	\$187.69 - \$237.74
Civil Inspector	\$60.00 - \$85.00	\$150.15 – \$212.72
Electrical Inspector	\$60.00 - \$85.00	\$150.15 – \$212.72
Office Engineer	\$50.00 - \$70.00	\$125.13 - \$175.18

Please note the rates are applicable for 2026.

FULLY LOADED BILLING RATES

Refer to the attached Fully Loaded Billing Rate Schedule. Rates include direct labor, audited overhead, and fee.

Name	Project Role	Direct Rates	Audited OH	Fee	Full Billing Rates		
					01-2026 12-2026	01-2027 12-2027	01-2028 12-2028
Saeed Shahmirzai, PE	PIC/Resident Engineer	\$105.00	127.59%	10%	\$262.87	\$270.75	\$278.88
Anthony Goryl, PE	Resident Engineer	\$82.50	127.59%	10%	\$206.54	\$212.73	\$219.12
Brian MacRae	Sr. Construction Inspector	\$84.81	127.59%	10%	\$212.32	\$218.69	\$225.25
Daniel Hutchinson	Construction Inspector	\$72.12	127.59%	10%	\$180.55	\$185.97	\$191.55
Mirza Baig	Construction Inspector	\$64.33	127.59%	10%	\$161.05	\$165.88	\$170.86
Jeremy McKenna	Construction Inspector	\$63.00	127.59%	10%	\$157.72	\$162.45	\$167.33
Keyvan Khorassani, EIT	Construction Inspector	\$64.45	127.59%	10%	\$161.35	\$166.19	\$171.18
Ricky Santos	Electrical Inspector	\$70.17	127.59%	10%	\$175.67	\$180.94	\$186.37
Dana Hissen, EIT	Office Engineer	\$66.35	127.59%	10%	\$166.11	\$171.09	\$176.22
Yong Lee	Scheduler	\$102.95	127.59%	10%	\$257.73	\$265.47	\$273.43



CM | claims | project controls

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CM | claims | project controls

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- ☐ Exhibit A
- ☐ Certificate(s) of Insurance
- ☐ Professional Liability Insurance
- ☐ W-9

DESIGN PROFESSIONAL SERVICES AGREEMENT FOR ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into July 7, 2026, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Consor North America, Inc, whose address is 2950 Buskirk Avenue, Suite 250, Walnut Creek, CA 94597, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing Construction Management and Inspection services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Consultant shall provide on-call Construction Management and Inspection services for the City of Pleasanton as requested by the Public Works Department, Engineering Division, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.
2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, contract plans and specifications, archive drawings and reports, related to existing City’s facilities, aerial photography, City’s standard specifications and design guides, answering non-technical questions during bid period, reviewing all Consultant’s deliverables and providing comments in a timely manner, AutoCAD files for City’s title block and standards and record drawings related to the City’s existing utilities.
3. **Staff.** Consultant shall assign Tricia Baxter to serve as Project Manager, who may not be replaced without written consent of City.
4. **Term.** Time is of the essence. Consultant shall begin work July 7, 2026. The work as described in Exhibit A, Scope of Work, shall be completed by June 30, 2029. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2031.

5. **Compensation.** For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis for a not-to-exceed total of \$333,333 for the term of the Agreement.

As for each work authorization, compensation for services and reimbursement for costs shall not exceed the amount set in each executed Work Authorization unless the parties agree pursuant to Section 8, below.

For the services to be rendered, City shall pay Consultant on a time and material basis based on hourly rates with annual adjustment capped at 4% annually as described more particularly in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement. Annual adjustments will be based upon the CPI-U for the San Francisco Area as issued by the US Bureau of Labor Statistics and submitted prior to the end of the fiscal year for approval. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. Sufficiency of Consultant's Work.

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or

disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement (“materials”) shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant’s Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then

only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”) in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant’s percentage of fault as provided in California Civil Code § 2782.8.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best’s rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor’s policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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To Consultant: Consor North America, Inc
2950 Buskirk Avenue, Suite 250
Walnut Creek, CA 94597

To City: City Manager
City of Pleasanton
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Pleasanton, CA 94566

16. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

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THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Joe Calabrigo, Interim City Manager

By: _____
Signature

ATTEST:

Jocelyn Kwong, City Clerk

Print Name

Its: _____
Title

Approved as to form:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name
Its: _____
Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]
Rev. 11/23

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Consor North America, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 4/28/2026

For Combined Rate	Fringe Benefit %	0.00%	+ General & Administrative %	0.00%	=	116.84%	Combined ICR%
OR							
For Home Office Rate	Fringe Benefit %	0%	+ General & Administrative %	0%	=	0%	Home Office ICR%
For Field Office Rate	Fringe Benefit %	0%	+ General & Administrative %	0%	=	0%	Field Office ICR%
				Fee	=	10.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Tricia Baxter, PE Project Manager/ Resident Engineer	\$271.65	\$271.65	\$271.65	1/1/2026	12/31/2026	\$113.89	3 00%	
	\$279.81	\$279.81	\$279.81	1/1/2027	12/31/2027	\$117.31	3 00%	
	\$288.21	\$288.21	\$288.21	1/1/2028	12/31/2028	\$120.83	3 00%	
	\$296.84	\$296.84	\$296.84	1/1/2029	12/31/2029	\$124.45	3 00%	
	\$305.74	\$305.74	\$305.74	1/1/2030	12/31/2030	\$128.18	3 00%	
Jaemin Park, PE Principal In Charge	\$316.09	\$316.09	\$316.09	1/1/2026	12/31/2026	\$132.52	3 00%	
	\$325.59	\$325.59	\$325.59	1/1/2027	12/31/2027	\$136.50	3 00%	
	\$335.36	\$335.36	\$335.36	1/1/2028	12/31/2028	\$140.60	3 00%	
	\$345.43	\$345.43	\$345.43	1/1/2029	12/31/2029	\$144.82	3 00%	
	\$355.78	\$355.78	\$355.78	1/1/2030	12/31/2030	\$149.16	3 00%	
Justin Kable, PE Resident Engineer	\$245.06	\$245.06	\$245.06	1/1/2026	12/31/2026	\$102.74	3 00%	
	\$252.41	\$252.41	\$252.41	1/1/2027	12/31/2027	\$105.82	3 00%	
	\$259.97	\$259.97	\$259.97	1/1/2028	12/31/2028	\$108.99	3 00%	
	\$267.77	\$267.77	\$267.77	1/1/2029	12/31/2029	\$112.26	3 00%	
	\$275.81	\$275.81	\$275.81	1/1/2030	12/31/2030	\$115.63	3 00%	
Steve Patterson, PE Resident Engineer	\$292.67	\$292.67	\$292.67	1/1/2026	12/31/2026	\$122.70	3 00%	
	\$301.45	\$301.45	\$301.45	1/1/2027	12/31/2027	\$126.38	3 00%	
	\$310.49	\$310.49	\$310.49	1/1/2028	12/31/2028	\$130.17	3 00%	
	\$319.81	\$319.81	\$319.81	1/1/2029	12/31/2029	\$134.08	3 00%	
	\$329.40	\$329.40	\$329.40	1/1/2030	12/31/2030	\$138.10	3 00%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brian Fleck, PE Resident Engineer Exempt	\$251.60	\$251.60	\$251.60	1/1/2026	12/31/2026	\$105.48		
	\$259.13	\$259.13	\$259.13	1/1/2027	12/31/2027	\$108.64	3.00%	
	\$266.91	\$266.91	\$266.91	1/1/2028	12/31/2028	\$111.90	3.00%	
	\$274.92	\$274.92	\$274.92	1/1/2029	12/31/2029	\$115.26	3.00%	
James Beauchamp, EIT Assistant Resident Engineer Non-Exempt	\$283.18	\$283.18	\$283.18	1/1/2030	12/31/2030	\$118.72	3.00%	
	\$202.08	\$303.12	\$404.16	1/1/2026	12/31/2026	\$84.72		
	\$208.14	\$312.21	\$416.28	1/1/2027	12/31/2027	\$87.26	3.00%	
	\$214.39	\$321.59	\$428.78	1/1/2028	12/31/2028	\$89.88	3.00%	
Andy Bodo, EIT Assistant Resident Engineer Non-Exempt	\$220.83	\$331.25	\$441.66	1/1/2029	12/31/2029	\$92.58	3.00%	
	\$227.46	\$341.19	\$454.92	1/1/2030	12/31/2030	\$95.36	3.00%	
	\$194.83	\$292.25	\$389.66	1/1/2026	12/31/2026	\$81.68		
	\$200.67	\$301.01	\$401.34	1/1/2027	12/31/2027	\$84.13	3.00%	
Mark Reuter, EIT Assistant Resident Engineer Non-Exempt	\$206.68	\$310.02	\$413.36	1/1/2028	12/31/2028	\$86.65	3.00%	
	\$212.88	\$319.32	\$425.76	1/1/2029	12/31/2029	\$89.25	3.00%	
	\$219.28	\$328.92	\$438.56	1/1/2030	12/31/2030	\$91.93	3.00%	
	\$184.57	\$276.86	\$369.14	1/1/2026	12/31/2026	\$77.38		
Chris Kinser Assistant Resident Engineer Non-Exempt	\$190.10	\$285.15	\$380.20	1/1/2027	12/31/2027	\$79.70	3.00%	
	\$195.80	\$293.70	\$391.60	1/1/2028	12/31/2028	\$82.09	3.00%	
	\$201.67	\$302.51	\$403.34	1/1/2029	12/31/2029	\$84.55	3.00%	
	\$207.73	\$311.60	\$415.46	1/1/2030	12/31/2030	\$87.09	3.00%	
Danielle White Assistant Resident Engineer Non-Exempt	\$202.08	\$303.12	\$404.16	1/1/2026	12/31/2026	\$84.72		
	\$208.14	\$312.21	\$416.28	1/1/2027	12/31/2027	\$87.26	3.00%	
	\$214.39	\$321.59	\$428.78	1/1/2028	12/31/2028	\$89.88	3.00%	
	\$220.83	\$331.25	\$441.66	1/1/2029	12/31/2029	\$92.58	3.00%	
Dante Morabe Sr. Construction Inspector Non-Exempt	\$227.46	\$341.19	\$454.92	1/1/2030	12/31/2030	\$95.36	3.00%	
	\$192.78	\$289.17	\$385.56	1/1/2026	12/31/2026	\$80.82		
	\$198.55	\$297.83	\$397.10	1/1/2027	12/31/2027	\$83.24	3.00%	
	\$204.51	\$306.77	\$409.02	1/1/2028	12/31/2028	\$85.74	3.00%	
Dante Morabe Sr. Construction Inspector Non-Exempt	\$210.64	\$315.96	\$421.28	1/1/2029	12/31/2029	\$88.31	3.00%	
	\$216.96	\$325.44	\$433.92	1/1/2030	12/31/2030	\$90.96	3.00%	
	\$197.55	\$296.33	\$395.10	1/1/2026	12/31/2026	\$82.82		
	\$203.46	\$305.19	\$406.92	1/1/2027	12/31/2027	\$85.30	3.00%	
August Silva Sr. Construction Inspector Non-Exempt	\$209.57	\$314.36	\$419.14	1/1/2028	12/31/2028	\$87.86	3.00%	
	\$215.86	\$323.79	\$431.72	1/1/2029	12/31/2029	\$90.50	3.00%	
	\$222.35	\$333.53	\$444.70	1/1/2030	12/31/2030	\$93.22	3.00%	
	\$193.61	\$290.42	\$387.22	1/1/2026	12/31/2026	\$81.17		
Pat Giles Sr. Construction Inspector Non-Exempt	\$199.48	\$299.15	\$398.86	1/1/2027	12/31/2027	\$83.61	3.00%	
	\$205.42	\$308.13	\$410.84	1/1/2028	12/31/2028	\$86.12	3.00%	
	\$211.57	\$317.36	\$423.14	1/1/2029	12/31/2029	\$88.70	3.00%	
	\$217.92	\$326.88	\$435.84	1/1/2030	12/31/2030	\$91.36	3.00%	
Pat Giles Sr. Construction Inspector	\$199.48	\$299.22	\$398.96	1/1/2026	12/31/2026	\$83.63		
	\$205.46	\$308.19	\$410.92	1/1/2027	12/31/2027	\$86.14	3.00%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Non-Exempt	\$211.62	\$317.43	\$423.24	1/1/2028	12/31/2028	\$88.72	3.00%	
	\$217.96	\$326.94	\$435.92	1/1/2029	12/31/2029	\$91.38	3.00%	
	\$224.50	\$336.75	\$449.00	1/1/2030	12/31/2030	\$94.12	3.00%	
Kevin Dickens Sr. Construction Inspector	\$199.00	\$298.50	\$398.00	1/1/2026	12/31/2026	\$83.43		
	\$204.96	\$307.44	\$409.92	1/1/2027	12/31/2027	\$85.93	3.00%	
	\$211.12	\$316.68	\$422.24	1/1/2028	12/31/2028	\$88.51	3.00%	
Non-Exempt	\$217.46	\$326.19	\$434.92	1/1/2029	12/31/2029	\$91.17	3.00%	
	\$224.00	\$336.00	\$448.00	1/1/2030	12/31/2030	\$93.91	3.00%	
Rolando Calvo Sr. Construction Inspector	\$193.37	\$290.06	\$386.74	1/1/2026	12/31/2026	\$81.07		
	\$199.17	\$298.76	\$398.34	1/1/2027	12/31/2027	\$83.50	3.00%	
	\$205.15	\$307.73	\$410.30	1/1/2028	12/31/2028	\$86.01	3.00%	
Non-Exempt	\$211.31	\$316.97	\$422.62	1/1/2029	12/31/2029	\$88.59	3.00%	
	\$217.65	\$326.48	\$435.30	1/1/2030	12/31/2030	\$91.25	3.00%	
Paul Kelly Sr. Construction Inspector	\$193.61	\$290.42	\$387.22	1/1/2026	12/31/2026	\$81.17		
	\$199.43	\$299.15	\$398.86	1/1/2027	12/31/2027	\$83.61	3.00%	
	\$205.42	\$308.13	\$410.84	1/1/2028	12/31/2028	\$86.12	3.00%	
Non-Exempt	\$211.57	\$317.36	\$423.14	1/1/2029	12/31/2029	\$88.70	3.00%	
	\$217.92	\$326.88	\$435.84	1/1/2030	12/31/2030	\$91.36	3.00%	
Joseph Segura Sr. Construction Inspector	\$195.54	\$293.31	\$391.08	1/1/2026	12/31/2026	\$81.98		
	\$201.41	\$302.12	\$402.82	1/1/2027	12/31/2027	\$84.44	3.00%	
	\$207.44	\$311.16	\$414.88	1/1/2028	12/31/2028	\$86.97	3.00%	
Non-Exempt	\$213.67	\$320.51	\$427.34	1/1/2029	12/31/2029	\$89.58	3.00%	
	\$220.09	\$330.14	\$440.18	1/1/2030	12/31/2030	\$92.27	3.00%	
Joe Lockwood Sr. Construction Inspector	\$196.45	\$294.68	\$392.90	1/1/2026	12/31/2026	\$82.36		
	\$202.34	\$303.51	\$404.68	1/1/2027	12/31/2027	\$84.83	3.00%	
	\$208.40	\$312.60	\$416.80	1/1/2028	12/31/2028	\$87.37	3.00%	
Non-Exempt	\$214.65	\$321.98	\$429.30	1/1/2029	12/31/2029	\$89.99	3.00%	
	\$221.09	\$331.64	\$442.18	1/1/2030	12/31/2030	\$92.69	3.00%	
Jim Ray Sr. Construction Inspector	\$217.70	\$326.55	\$435.40	1/1/2026	12/31/2026	\$91.27		
	\$224.24	\$336.36	\$448.48	1/1/2027	12/31/2027	\$94.01	3.00%	
	\$230.96	\$346.44	\$461.92	1/1/2028	12/31/2028	\$96.83	3.00%	
Non-Exempt	\$237.88	\$356.82	\$475.76	1/1/2029	12/31/2029	\$99.73	3.00%	
	\$245.01	\$367.52	\$490.02	1/1/2030	12/31/2030	\$102.72	3.00%	
Bonnie Holt Office Engineer	\$161.77	\$242.66	\$323.54	1/1/2026	12/31/2026	\$67.82		
	\$166.61	\$249.92	\$333.22	1/1/2027	12/31/2027	\$69.85	3.00%	
	\$171.62	\$257.43	\$343.24	1/1/2028	12/31/2028	\$71.95	3.00%	
Non-Exempt	\$176.77	\$265.16	\$353.54	1/1/2029	12/31/2029	\$74.11	3.00%	
	\$182.07	\$273.11	\$364.14	1/1/2030	12/31/2030	\$76.33	3.00%	
Leticia Scott Office Engineer	\$131.19	\$196.79	\$262.38	1/1/2026	12/31/2026	\$55.00		
	\$135.12	\$202.68	\$270.24	1/1/2027	12/31/2027	\$56.65	3.00%	
	\$139.18	\$208.77	\$278.36	1/1/2028	12/31/2028	\$58.35	3.00%	
	\$143.35	\$215.03	\$286.70	1/1/2029	12/31/2029	\$60.10	3.00%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To		
Non-Exempt	\$147.65	\$221.48	\$295.30	1/1/2030	12/31/2030	3.00%	
Resident Engineer	\$310.08	\$310.08	\$310.08	1/1/2026	12/31/2026	\$130.00	\$100.00 - \$160.00
	\$319.38	\$319.38	\$319.38	1/1/2027	12/31/2027	\$133.90	3.00%
	\$328.97	\$328.97	\$328.97	1/1/2028	12/31/2028	\$137.92	3.00%
	\$338.85	\$338.85	\$338.85	1/1/2029	12/31/2029	\$142.06	3.00%
	\$349.01	\$349.01	\$349.01	1/1/2030	12/31/2030	\$146.32	3.00%
Structures Representative	\$310.08	\$310.08	\$310.08	1/1/2026	12/31/2026	\$130.00	\$100.00 - \$160.00
	\$319.38	\$319.38	\$319.38	1/1/2027	12/31/2027	\$133.90	3.00%
	\$328.97	\$328.97	\$328.97	1/1/2028	12/31/2028	\$137.92	3.00%
	\$338.85	\$338.85	\$338.85	1/1/2029	12/31/2029	\$142.06	3.00%
	\$349.01	\$349.01	\$349.01	1/1/2030	12/31/2030	\$146.32	3.00%
Assistant Resident Engineer	\$202.75	\$304.13	\$405.50	1/1/2026	12/31/2026	\$85.00	\$75.00 - \$95.00
	\$209.85	\$314.78	\$419.70	1/1/2027	12/31/2027	\$87.98	3.50%
	\$217.20	\$325.80	\$434.40	1/1/2028	12/31/2028	\$91.06	3.50%
	\$224.81	\$337.22	\$449.62	1/1/2029	12/31/2029	\$94.25	3.50%
	\$232.68	\$349.02	\$465.36	1/1/2030	12/31/2030	\$97.55	3.50%
Construction Inspector	\$190.82	\$286.23	\$381.64	1/1/2026	12/31/2026	\$80.00	\$70.00 - \$90.00
	\$197.50	\$296.25	\$395.00	1/1/2027	12/31/2027	\$82.80	3.50%
	\$204.42	\$306.63	\$408.84	1/1/2028	12/31/2028	\$85.70	3.50%
	\$211.57	\$317.36	\$423.14	1/1/2029	12/31/2029	\$88.70	3.50%
	\$218.97	\$328.46	\$437.94	1/1/2030	12/31/2030	\$91.80	3.50%
Office Engineer	\$166.97	\$250.46	\$333.94	1/1/2026	12/31/2026	\$70.00	\$60.00 - \$80.00
	\$172.81	\$259.22	\$345.62	1/1/2027	12/31/2027	\$72.45	3.50%
	\$178.87	\$268.31	\$357.74	1/1/2028	12/31/2028	\$74.99	3.50%
	\$185.12	\$277.68	\$370.24	1/1/2029	12/31/2029	\$77.61	3.50%
	\$191.61	\$287.42	\$383.22	1/1/2030	12/31/2030	\$80.33	3.50%

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Conсор North America, Inc. ☒ Prime Consultant ☒ Subconsultant

Project No. TBD Contract No. TBD Date 4/28/2026

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Included in Rate	Total
Mileage Costs			\$ -	-	
Equipment Rental and Supplies			\$ -	-	
Permit Fees			\$ -	-	
Plan Sheets			\$ -	-	
Test			\$ -	-	
Vehicle			\$ -	-	
Subconsultant 1:					
Subconsultant 2:					
Subconsultant 3:					
Subconsultant 4:					
Subconsultant 5:					

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicle that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Certification of Direct Costs:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

Prime Consultant or Subconsultant Certifying:

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

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- ☐ Exhibit A
- ☐ Certificate(s) of Insurance
- ☐ Professional Liability Insurance
- ☐ W-9

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into July 7, 2026, between the CITY OF PLEASANTON, a municipal corporation (“City”), and 4Leaf, Inc., whose address is 2126 Rheem Drive, Pleasanton, CA 94588, and telephone number is (925) 462-5959, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing Construction Management and Inspection services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Consultant shall provide on-call Construction Management and Inspection services for the City of Pleasanton as requested by the Public Works Department, Engineering Division, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.
2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, contract plans and specifications, archive drawings and reports, related to existing City’s facilities, aerial photography, City’s standard specifications and design guides, answering non-technical questions during bid period, reviewing all Consultant’s deliverables and providing comments in a timely manner, AutoCAD files for City’s title block and standards and record drawings related to the City’s existing utilities.
3. **Staff.** Consultant shall assign Gene Barry, P.E. to serve as Project Manager, who may not be replaced without written consent of City.
4. **Term.** Time is of the essence. Consultant shall begin work July 7, 2026. The work as described in Exhibit A, Scope of Work, shall be completed by June 30, 2029. At the sole discretion of the City, the contract may be extended up to an additional two years for a maximum term through June 30, 2031.

5. **Compensation.** For the as-needed services to be rendered, City shall pay consultant on a time-and-materials basis for a not-to-exceed total of \$333,333 for the term of the Agreement.

As for each work authorization, compensation for services and reimbursement for costs shall not exceed the amount set in each executed Work Authorization unless the parties agree pursuant to Section 8, below.

For the services to be rendered, City shall pay Consultant on a time and material basis based on hourly rates with annual adjustment capped at 4% annually as described more particularly in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement. Annual adjustments will be based upon the CPI-U for the San Francisco Area as issued by the US Bureau of Labor Statistics and submitted prior to the end of the fiscal year for approval. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. Sufficiency of Consultant's Work.

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or

disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement (“materials”) shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant’s Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then

only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”) in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant’s percentage of fault as provided in California Civil Code § 2782.8.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best’s rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor’s policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These requirements do not apply to Professional Liability.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: 4Leaf, Inc
2126 Rheem Drive
Pleasanton, CA 94588

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

16. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Joe Calabrigo, Interim City Manager

By: _____
Signature

ATTEST:

Jocelyn Kwong, City Clerk

Print Name
Its: _____
Title

Approved as to form:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name
Its: _____
Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]
Rev. 11/23

**4LEAF, INC.**

CONSTRUCTION MANAGEMENT • INSPECTION • PLAN CHECK • PLANNING

Scott Petersen, Construction Services Manager
Public Works Department, Engineering Division
City of Pleasanton
123 Main Street
Pleasanton, CA 94566

April 29, 2026

Submitted in a separately sealed envelope.

Subject: Cost Proposal to Provide On-Call Construction Management and Inspection Services

Dear Mr. Petersen,

4LEAF, Inc. ("4LEAF") is pleased to have the opportunity to submit our Cost Proposal to provide On-Call Construction Management (CM) and Inspection Services for the City of Pleasanton ("City"). Per your email dated April 15, 2026, we have provided the hourly rate schedule in our standard format instead of the Caltrans Form 10-H2 (since rescinded). We have also included the fee schedule from our special inspection and materials testing subconsultant, Construction Testing Services ("CTS").

This letter has been signed by Gene Barry, P.E., who is a Vice President and Corporate Officer of 4LEAF. Gene is authorized to contractually bind 4LEAF and to negotiate a contract with the City. If you have any questions, please do not hesitate to contact Gene by phone at (925) 462-5959 or by email at gbarry@4leafinc.com.

Respectfully submitted,
4LEAF, Inc.

Gene Barry, P.E.
Vice President

Attachments: 4LEAF Cost Proposal
CTS Fee Schedule



SECTION 13: COST PROPOSAL

4LEAF Cost Proposal to Provide On-Call Construction Management and Inspection Services

Construction Management and Inspection Services

Staff Designation	Calendar Year		
	2026	2027	2028
Principal-in-Charge*	\$267.00	\$275.01	\$283.26
Construction Manager*	\$250.00	\$257.50	\$265.23
Public Works Inspector (Regular Time)**	\$175.00	\$180.25	\$185.66
Public Works Inspector (Night Time)**	\$196.88	\$202.78	\$208.86
Public Works Inspector (Overtime 1)**	\$236.25	\$243.34	\$250.64
Public Works Inspector (Overtime 2)**	\$323.75	\$333.46	\$343.47
Public Works Inspector (Overtime 3)**	\$411.25	\$423.59	\$436.30
Project Administrative Assistant*	\$97.00	\$100.77	\$103.79
Public Works Inspector Apprentice**	\$100.94 - \$154.50	\$103.96 - \$159.14	\$107.08 - 163.91

***All Fees shown include Annual Escalation of 3% starting on Jan. 1, 2027 and Jan 1, 2028.**

****Staff category subject to California Prevailing Wage Rate Requirements.**

BASIS OF CHARGES

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated February 2026.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable/qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued February 2026 were used to determine the range of Calendar Year 2026 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:

- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime 1 (over 8 hours M-F or Saturdays)	1.35 x hourly rate
- Overtime 2 (over 8 hours Sat or 1st 8 hour Sun)	1.85 x hourly rate
- Overtime 3 (over 8 hours Sun or Holidays)	2.35 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. Subconsultant invoices will be assessed a 10% Administrative Processing Fee.
- H. Project-related mileage for inspections will be billed at the allowable IRS Rate.
- I. Payment due on receipt. All payments over 30 days will be assessed as a 1.5% interest charge.
- J. Client shall pay attorneys' fees or other costs incurred in collecting delinquent amounts.
- K. Client agrees that 4LEAF's liability will be limited to the value of services provided.
- L. In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- M. If 4LEAF is requested or otherwise required to conform to Client's alternative workweek schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW. If 4LEAF's affected employment group approves an AWW election and the same is registered, overtime compensation/reimbursement shall not be required.



2026 FEE SCHEDULE - P31778 04/03/2026
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
ICC Bolting Inspector/ICC Welding Inspector	\$275.00	\$175.00
CWI Certified Welding Inspector	\$280.00	\$175.00
Nondestructive Testing - UT, MT, PT	\$280.00	\$175.00
ICC Welding/NDT Combination	\$280.00	\$175.00
CWI/NDT Combination	Quote	
Steel Shop Inspections - Outside Northern California	\$275.00	\$175.00
Batch Plant Inspection	\$280.00	\$175.00
Concrete ACI Sampling	\$275.00	\$175.00
Concrete ICC/ACI-II (Rebar/Placement)	\$275.00	\$175.00
Concrete Post-Tensioning (PT)	\$275.00	\$175.00
Shotcrete Inspection	\$275.00	\$175.00
Fiber-Reinforced Polymer (FRP) Concrete Inspection	\$275.00	\$175.00
Masonry Inspection	\$275.00	\$175.00
DSA Masonry Inspection	\$275.00	\$175.00
Fireproofing (Thickness/Density)	\$275.00	\$175.00
Firestopping (ICC/IFC)	\$330.00	\$200.00
Shear Wall Nailing/Framing/Hold Downs	\$275.00	\$175.00
Soil Technician with Nuclear Gauge and/or Sand Cone (portal-to-portal)	\$275.00	\$175.00
Hot Mix Asphalt Technician (portal-to-portal)	\$275.00	\$175.00
Shoring/Soldier Pier Inspection	\$275.00	\$175.00
Drilled Pier Inspection	\$275.00	\$175.00
Roofing and Weatherproofing/Waterproofing Inspection	\$670.00	\$475.00
NACE Coating Inspection - Level I	\$275.00	\$175.00
NACE Coating Inspection - Level II	\$330.00	\$220.00
NACE Coating Inspection - Level III	\$398.00	\$250.00
Medical Gas ASSE 6020	\$330.00	\$220.00
Multi-Disciplined Inspector	\$275.00	\$175.00
Specialty Inspector (where certification not listed above is required)	\$275.00	\$175.00
Field Inspector with Special Enhancement	\$325.00	\$210.00
Safety Manager/Safety Inspector/JSAS	\$572.00	\$450.00
Laboratory Technician	\$275.00	\$175.00
Laboratory Technician - Sample Transportation	Quote	
Specialty Sample Preparation Time	\$275.00	\$175.00
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$455.00	\$310.00
Geotechnical Engineer	\$374.00	\$275.00
Professional Geologist	\$358.00	\$250.00
Consulting Engineer (Civil/Structural)	\$410.00	\$290.00
Associate Engineer, Licensed	\$320.00	\$230.00
Project Manager/Project Executive	\$314.00	\$225.00
Staff Engineer	\$314.00	\$225.00
Field Supervisor	\$314.00	\$225.00
ASNT Level III	\$330.00	\$240.00
Quality Control Manager	\$314.00	\$220.00
Drafting	\$204.00	\$145.00
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	\$3,300.00	
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$275.00	\$175.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing (portal-to-portal)	\$275.00	\$175.00
* Coring, 1 Person (including equipment) (portal-to-portal)	\$462.00	
* Coring, 2 Persons (including equipment) (portal-to-portal)	\$592.00	
* Asphalt Coring (portal-to-portal)	\$495.00	
Engineering Project Research	Quote	
Steel - Dye Penetrant Testing	Quote	
Ultrasonic Testing for Non-Metallic Materials	Quote	
Pavement Rehabilitation Analysis Using Deflections	Quote	
Roof Moisture Survey	Quote	
Soil Drilling Equipment	Quote	
Geotechnical Site Investigations/Foundation Reports	Quote	
Estimating Concrete Strength by the Maturity Method - Equipment Fee \$125/kit	Quote	
CSL/Crosshole Sonic Logging	Quote	
Electronic Leak Detection - Equipment Fee \$210/day	Quote	
Roof Uplift Testing	Quote	
Inclinometer Testing	Quote	
Vibration Monitoring/Accelerometer (weekly)	Quote	
Optical Monitoring (weekly)	Quote	
Tilt Monitoring	Quote	
Load Testing	Quote	
Anchor Pull Testing	Quote	
DCP - Dynamic Cone Penetrometer	Quote	
Gamma-Gamma Logging (daily)	\$4,023.00	
Water Infiltration Testing	\$488.00	
Water Penetration of Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Pressure (daily)	AAMA 501.2	\$5,500.00
FGIA/AAMA Window and Skylight Testing (daily)	ASTM E1105, AAMA 501.1/502/503	\$5,500.00
Impact Echo Testing - Equipment Fee \$250/day (portal-to-portal)	ASTM C1383	\$781.00
Pachometer, Schmidt Hammer, Skidmore - Equipment Fee \$115/day (portal-to-portal)		\$488.00
Windsor Probe - Equipment Fee \$200/day (portal-to-portal)		Quote
Floor Flatness Testing FF/FL - Equipment Fee \$120/day (portal-to-portal)		\$424.00
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/day (portal-to-portal)	ASTM C597	\$781.00
Floor Flatness Testing FF/FL (document fee)		\$650.00
Surface Frictional Properties Using Pendulum Tester - Equipment Fee \$120/day (portal-to-portal)	ASTM E303	\$390.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$70/Kit (portal-to-portal)	ASTM F1869	\$670.00
Relative Humidity Testing - \$85/Kit (portal-to-portal)	ASTM F2170	\$670.00
Ferrosan - Equipment Fee \$175/day (portal-to-portal)		\$670.00
Ground Penetrating Radar - Equipment Fee \$175/day (portal-to-portal)		\$314.00
Crack Installation and Monitoring (full day install)		Quote
Dynamic Cone Penetrometer - Equipment Fee \$155/day		\$451.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$700)		\$453.00
Welding Procedure Review (less than 48 hours notice - \$750)		\$453.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		\$616.00
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		\$616.00
Welder Performance Qualification Record (WPQR) (document fee)		\$616.00
Surveying		Quote
DSA Interim Reports		\$231.00
Administration, Secretarial, Special Projects, Notary, Certified Payroll		\$235.00
Geotechnical Pad Letter (less than 48 hours notice - \$550)		\$1,965.00
Final Letter (less than 48 hours notice - \$1100)		\$1,400.00
		\$750.00



EXPERT WITNESS TESTIMONY

Court appearance, per day
Court appearance, per half day

\$8,000.00
\$4,000.00

* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges
** Professional engineering services will be billed in two hour increments

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements. Estimates are based on current labor and material costs and are valid for thirty (30) days from the date shown on the estimate, unless otherwise noted. If the work has not been authorized within the 30 day period, CTS may revise the estimate to reflect then-current pricing.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x QOR*
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2.0 x QOR*
Overtime Sundays (over 8 hours) and Holidays	3.0 x QOR*
Shift differential, swing and graveyard (Work performed between 2:00 pm and 4:00 am):	+12.5%/hr QOR*

*QOR = Quoted Hourly Rate

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee (per document)	\$55.00	
Facsimile Charges - plus \$1.00/page (minimum cost, no charge for cover page)	\$19.00	
Wireless Router/Data Card for Jobsite Internet (per day)	\$145.00	
iPad Monthly Rental Fee (per month)	\$110.00	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 20%	
Outside Services	Cost Plus 30%	
Subsistence (per Union contract, per day)	\$160.00	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract, per day)	\$40.00	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract, per day)	\$95.00	
Mileage (standard federal rate per mile)	\$0.725	
Sample Pickup (each sample)	\$50.00	\$25.00
Sample Pickup Trip Charge	\$275.00	
Weekend Sample Pickup (each sample)	\$160.00	
Project Administration (% of monthly invoice)	30%	15.00%
Samples Made by Others: Concrete Cylinders (plus test cost)	\$135 + Test	
Samples Made by Others: All Other Tests (plus test cost)	\$100 + Test	
Laboratory Sample Witness Fee	\$140.00	
Laboratory Sample Storage Fee (per sample)	\$130.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	\$275.00	
Returned Check Fee	\$160.00	
Additional Sample Retention	Quote	
ELAS User (1-5 users per month), \$50/month for additional users	\$250.00	
ELAS Access (unlimited user access per month)	\$1000.00	

TESTS

Testing fees shown include normal time for preparing, storing and performing test and will be charged regardless if samples are requested to be discarded and not tested. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$300.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

For the waiver of subrogation if required by client, a 3% CTS Insurance Waiver fee will be added to all gross billings/revenue.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



CONCRETE AND MASONRY TESTS

CONCRETE		Standard Rate/Unit	Discounted Rate/Unit
Compressive Strength of Cylindrical Concrete Specimens (6 x 12)	ASTM C39 and CT521	\$146.00	\$75.00
Compressive Strength of Cylindrical Concrete Specimens (4 x 8)	ASTM C39 and CT521	\$87.00	\$50.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39 and CT521	\$198.00	\$140.00
Cylinder molds, 6 x 12 and 4 x 8	ASTM C470	\$110.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$132.00	\$85.00
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	\$235.00	\$155.00
Water Content of Fresh Concrete by Microwave	AASHTO T318	Quote	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$622.00	\$420.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78, CT523 and CT524	\$402.00	\$260.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$209.00	\$135.00
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$148.00	\$80.00
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$148.00	\$80.00
Shotcrete Production Cores	ASTM C1140	\$148.00	\$80.00
Coefficient of Thermal Expansion	AASHTO T336	\$649.00	\$500.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$544.50	\$400.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$3,305.50	
Cement Quality Sampling	CBC 2010	\$787.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$88.00	\$50.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$357.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$371.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$193.00	
Density of Hydraulic Cement	ASTM C188	\$370.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$209.00	
GFRC Pull Test	PCI	\$712.00	
GFRC Flexural Test	PCI	\$712.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$677.00	
Petrographic Analysis	ASTM C295/D4992	\$550.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$465.00	\$100.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$178.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$248.00	\$100.00
Testing In-Place Wall Masonry (Core Compression)	CBC 2105A.4	\$248.00	\$100.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$213.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$363.00	\$250.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$363.00	\$250.00
Masonry Core Shear Testing	CBC 2105A.4	\$363.00	\$250.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$570.50	\$425.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,425.00	
Mortar Molds, 2" x 4", Single Use		\$178.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$178.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	\$594.00	

SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Unit	Discounted Rate/Unit
Laboratory Determination of Water ("moisture") Content of Soil and Rock by Mass	ASTM D2216, CT226, and AASHTO T-265	\$289.00	\$200.00
Moisture Content of Soil by Microwave Oven	ASTM D4643	\$264.00	\$180.00
Density and Unit Weight of Soil Specimens (Moisture Density)	ASTM D7263	Quote	
Density of Soil in Place by the Drive-Cylinder Method including Moisture Content of Soil by Oven	D2937	\$297.00	\$200.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	\$677.00	\$525.00
Permeability Additional Cell Time		\$55.00	\$40.00
Remold of Soil Samples	Varies	\$482.00	\$125.00
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	\$677.00	\$525.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	\$688.00	\$550.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (three points)	ASTM D4767	\$1,733.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	\$688.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils with Pore Pressure (single point)	ASTM D4767	\$688.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils with Pore Pressures (three points)	ASTM D4767	\$2,162.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils with Pore Pressures (added points)	ASTM D4767	\$688.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	\$297.00	
Unconsolidated Undrained Triaxial for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	\$363.00	
Swell/One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	\$649.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2168/CT221	\$556.00	
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	\$556.00	
Particle-Size Analysis of Soils (with hydrometer)	ASTM D422	\$743.00	
Particle-Size Analysis of Soils (without hydrometer)	ASTM D422	\$641.00	
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	\$641.00	
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2 in. - No.200)(>2 in. - QOR)	ASTM D6913	\$440.00	\$200.00
Material Finer than 75-microns (No. 200) by Washing (200 wash)	ASTM D1140	\$275.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$495.00	\$400.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	\$869.00	
Organic Content of Soils and Peat	ASTM D2974	\$330.00	\$250.00
Unified Soil Classification System (USCS) Test	ASTM D2487	\$402.00	\$100.00
Moisture-Density Relations of Soil Using Standard Effort (standard proctor)	ASTM D698	\$594.00	\$300.00
Moisture-Density Relations of Soil Using Modified Effort (modified proctor)	ASTM D1557	\$594.00	\$300.00
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	\$594.00	
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	\$594.00	
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	\$594.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698 and ASTM D1557	\$457.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698 and ASTM D1557	\$512.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698 and ASTM D1557	\$594.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$623.00	\$350.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$380.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$677.00	\$300.00
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	\$567.00	
Resistance (R) Value of Treated and Untreated Bases, Subbases and Basement Soils (stabilometer)	ASTM D2844 and CT301	\$830.00	\$500.00
Expansion Index of Soils	ASTM D4829	\$567.00	\$350.00
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	\$457.00	
pH of Soils	ASTM D4972	\$622.00	
Density of Hydraulic Cement	ASTM C188	\$429.00	
Volatile Organic Content	EPA 8260B	Quote	
Semi Volatile Organics by GC/MS (Basic Target List)	EPA 8270C	Quote	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	Quote	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	Quote	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Xylenes, %SS	EPA 8015B	Quote	
ICP Metals Concentration	EPA 6020	Quote	
pH	EPA 9045D	\$677.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	Quote	
Chromium Soluble	EPA 7196A	Quote	
Caltrans Corrosivity Package		\$655.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	Quote	

All fees subject to Basis of Charges



Soils and Waters for Sulfate Content	CT417	Quote
Soils and Waters for Chloride Content	CT422	Quote
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$787.00
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	\$830.00
Bentonite Slurry Testing		Quote
Unconfined Compressive Strength of Lime Treated Soils and Aggregates (3 pts)	CT 373 (3 pts)	\$1,249.00
Unconfined Compressive Strength of Lime Treated Soils and Aggregates (4 pts)	CT 373 (4 pts)	\$1,660.00

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician. Cost for test is for samples will not be discounted for samples discarded.

** Does not include sample preparation or sieve analysis

		Standard Rate/Unit	Discounted Rate/Unit
AGGREGATES (SOILS AND CONCRETE)			
Sieve Analysis of Coarse Aggregates (Coarse Only, 2 in. - No.4)(≥2 in. QOR)	ASTM C136, CT202, and AASHTO T-27	\$236.00	\$200.00
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No. 4 - No. 200)	ASTM C136/C117, CT202 and AASHTO T-27/T-11	\$363.00	\$200.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included 2 in. - No. 200)(≥2 in. QOR)	ASTM C136/C117, CT202 and AASHTO T-27/T-11	\$457.00	\$300.00
Materials Finer Than 75 micron (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117, CT202, and AASHTO T-11	\$286.00	\$300.00
Evaluating Cleanliness of Coarse Aggregate	CT227	\$457.00	\$300.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	\$995.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	\$264.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	\$292.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	473	\$450.00
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	\$473.00	
AGGREGATES (SOILS AND CONCRETE)			
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT206, and AASHTO T-85	\$473.00	\$350.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	\$473.00	\$350.00
Los Angeles (LA) Abrasion Test / Resistance to Degradation of Small Size Coarse Aggregate	ASTM C131, C211, and AASHTO T-96	\$745.00	\$600.00
Los Angeles (LA) Abrasion Test / Resistance to Degradation of Large Size Coarse Aggregate	ASTM C535	\$745.00	\$600.00
Percentage of Fractured/Crushed Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	\$642.00	\$450.00
Uncompacted Void Content of Fine Aggregate (Particle Shape, Texture, and Grading Effects)	ASTM C1252, CT234, and AASHTO T304A	\$512.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	\$346.00	\$200.00
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	\$542.00	\$400.00
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	\$542.00	\$400.00
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	\$666.00	\$400.00
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	Quote	
Resistance of Rock to Wetting and Drying	CRD-C169	\$704.00	
Aggregate Moisture Content	ASTM C566	\$704.00	\$450.00

* Unusual sample preparation for brick specimen will be charged at the established hourly lab technician rate. Cost for test is for samples will not be discounted for samples discarded..

HOT MIX ASPHALT			
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (field cores)	ASTM D3549 and CT308	\$356.00	\$175.00
Bulk Specific Gravity of Compacted Bituminous Mixture (individual field cores or lab compacted)	ASTM D1188, ASTM D2726, CT308	\$550.00	
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (per specimen)	ASTM D6926	\$363.00	
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM, per specimen)	ASTM D1561, CT304, and AASHTO T-247	\$363.00	
Lab Compaction Only of Bituminous Mixture by Superpave Gyrotory (per specimen)	ASTM D6925, and AASHTO T-312	\$363.00	
Laboratory Test Max Density (LTMD) (5 Specimen, inc. compaction of specimen and bulk specific gravity)	ASTM D1561/D1188 and D2726) and CT304/CT308	\$1,282.00	
Superpave Bulk specific gravity (inc. gyrotory compaction of 3 specimen and bulk specific gravity)	AASHTO T-312/T-275/T-169	\$1,282.00	\$900.00
Marshall Lab Compacted Max Density (3 Specimen, inc. compaction of specimen and bulk specific gravity)	ASTM D6926/D1188 and D2726)	\$1,282.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041, CT309, and AASHTO T-209	\$567.00	\$350.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, includes sample compaction)	ASTM D6927/D6926	\$1,282.00	
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	Quote	
Swell of Bituminous Mixtures	CT305	\$500.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461/CT307	\$1,117.00	
Stabilometer Value of Field Compacted Cores (per specimen)	ASTM D1560, CT366, and AASHTO T-246	\$506.00	
Stabilometer Value of Lab Compacted Samples (average of 3 specimen, includes sample compaction)	ASTM D1561/D1560, CT304/CT366, and AASHTO T-247/T-246	\$1,282.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	\$644.50	\$450.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	\$4,656.00	\$1,250.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (solvent)	ASTM D2172/CT310	\$1,068.00	
Mechanical Size Analysis (coarse and fine) of Extracted Aggregate (afterburn gradation)	ASTM D5444, CT202, and AASHTO T-30	\$512.00	
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370 and AASHTO T-329	Quote	
Moisture Content of Bituminous Mixture	CT370 and AASHTO T-329	\$570.00	\$400.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$4,417.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$402.00	
Hamburg Wheel Track (includes compaction by gyrotory)(includes 2 runs)	AASHTO T324	\$4,417.00	
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 6 Specimen)	ASTM D4867 and AASHTO T-283	\$4,417.00	
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	CT371	\$4,417.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	\$6,617.00	
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D3203, CT367, and AASHTO T-269	\$253.00	\$150.00
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	ASTM 6816	Quote	
Void In Mineral Aggregate; Dust Proportion	MS-2 Asphalt Mixture Volumetrics	Quote	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician. Cost for test is for samples will not be discounted for samples discarded.

** Does not include sample preparation or sieve analysis



MECHANICAL TESTS AND FIREPROOFING

MATERIALS MECHANICAL TESTS		Standard Rate/Unit	Discounted Rate/Unit
Mechanical Testing of Steel Products (general tensile)	ASTM A370	\$622.00	
Fillet Weld Break Test for Qualification (welding)	AWS B4.0	\$292.00	
Tension Testing of Metallic Materials, Wrought and Cast Aluminum and Magnesium-Alloy (coupon tensile)	ASTM E8, B557 and AWS B4.0	\$622.00	
Mechanical Testing of Steel Products (couplers, #3-#11)	ASTM A370	\$830.00	
Mechanical Testing of Steel Products (couplers, #14+)	ASTM A370	\$1,655.00	
Impact Testing of Mini Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	Quote	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$770.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility (#3-#8)	ASTM A370 and E290	\$500.00	\$350.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility (#9-#11)	ASTM A370 and E290	\$567.00	\$400.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility (#14+)	ASTM A370 and E290	\$1,655.00	
Mechanical Testing of Steel Products, Standard Spec. for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$587.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$402.00	
Mechanical Properties of Threaded Fasteners, Anchor Bolts Only (tension and yield)	ASTM F307, F1554 and F606	\$676.00	
Rockwell Hardness of Metallic Materials	ASTM E18	\$220.00	
Proof Test for Carbon and Alloy Steel (nuts only)	ASTM A194 or A563	\$429.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	Quote	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$429.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct			
Tension Indicators, and Rivets (HSB assemblies)	ASTM F606	\$484.00	
Mechanical Testing of Steel Products (terminators tensile)	ASTM A370	\$484.00	
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$429.00	
Tearing Strength of Fabrics by the Tongue (single rip) Procedure	ASTM D2261	\$429.00	
Breaking Strength and Elongation of Textile Fabrics (grab test)	ASTM D5034	\$374.00	
Tensile Properties of Fiber Reinforced Polymer (FRP) Matrix Composite Bars	ASTM D3039	\$1,172.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (set of 2)	ASTM A416 and A1061	\$1,178.00	
Caltrans Welded Hoop Tensile Test	Caltrans Spec Section 52, CT 670	Quote	
Plastic Ultimate Tensile	ASTM D638	Quote	
FIREPROOFING			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$357.00	\$200.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$140.00	\$75.00

CONTACT INFORMATION

Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
Peninsula: 1793 Union Street • San Francisco, CA 94123 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

CITY COUNCIL AGENDA REPORT

July 7, 2026
Public Works - Engineering Division

**TITLE: ACCEPT PUBLIC IMPROVEMENTS PERFORMED BY O'GRADY PAVING INC.,
FOR THE ANNUAL RESURFACING AND RECONSTRUCTION PROJECT, CIP
NO. 25503, AND APPROVE BUDGET AMENDMENTS**

SUMMARY

The Annual Street Resurfacing and Reconstruction Project included improvements on various streets throughout Pleasanton, identified through the City's Pavement Management Program, as included in CIP No. 25503. The work included hot-mix asphalt overlay on approximately 994,000 square feet of existing road surface, as well as isolated patch paving and crack sealing on approximately 735,000 square feet of existing road surface in advance of a separate slurry sealing project.

Construction has been completed to the satisfaction of the Director of Public Works. Staff recommends that the City Council accept the project as complete, authorize the City Clerk to file a Notice of Completion, authorize the release of retention, and approve budget amendments returning the remaining project funds to the applicable fund balances.

RECOMMENDATION

1. Accept the Annual Street Resurfacing & Reconstruction Project, CIP No. 25503, as complete and authorize the City Clerk to file a Notice of Completion pursuant to California Civil Code section 9204;
2. Authorize the release of retention in the amount of approximately \$204,126 to O'Grady Paving, Inc. 30 calendar days after recordation of the Notice of Completion;
3. Approve a budget amendment to return \$64,354 in remaining project funding to the fund balance in the Street CIP-General Fund (Fund 211) for future projects; and
4. Approve a budget amendment to return \$370,841 in remaining project funding to the fund balance in the Gas Tax Fund (Fund 160) for future eligible projects.

BACKGROUND

The project was advertised and bids were opened on May 7, 2025. A total of five bids were received. O'Grady Paving, Inc. submitted the lowest responsive bid of \$2,875,468, approximately 8.5 percent below the Engineer's Estimate of \$3,138,000.

On June 17, 2025, the City Council awarded a construction contract to O'Grady Paving, Inc., of Mountain View, California, in the total amount of \$4,038,462.70, consisting of their base bid of \$2,875,468 plus Alternative A in the amount of \$1,162,994. The City Council also authorized the Public Works Director to approve change orders up to the project contingency amount of \$444,231. During construction, a total of four contract change orders were issued, resulting in a net increase of \$44,053.09, or 1.01 percent above the original contract amount.

Because a portion of the work was located within the State of California right-of-way, construction was performed under a Caltrans encroachment permit. Upon completion of construction, staff provided Caltrans with the required closeout documentation.

In addition to construction costs, the project included expenditures for consultant contracts and related services, as detailed in Attachment 2.

DISCUSSION

All work has been completed in accordance with the approved plans and special provisions and is ready for final acceptance by the City Council. Acceptance of the improvements will add to the City's infrastructure inventory for ongoing maintenance.

The road surfacing method used for each street was based on the condition of the existing pavement. The road segments, pavement area in square feet, and treatment methods used are documented in the table below using the abbreviations listed.

1. Hot-mix asphalt overlay (OL)
2. Hot-mix asphalt overlay with pavement-reinforcing fabric (OL/F)
3. Pavement milling and hot-mix asphalt overlay (Mill/OL)
4. Cold-in-place asphalt recycling with hot-mix asphalt overlay (CIR/OL)

STREET NAME	BEGIN LOCATION	END LOCATION	AREA (SF)	TREATMENT
HANSEN DRIVE	CALLE REYNOSO	VALLEY AVENUE	48,146	OL/F
PASEO SANTA CRUZ	HANSEN DRIVE	CORTE SANTA MARIA	53,317	CIR/OL
PASEO SANTA CRUZ	CORTE SANTA MARIA	VIA DE LOS CERROS	40,885	OL/F
VIA DE LOS CERROS	PASEO SANTA CRUZ	VALLEY AVENUE	46,299	OL/F
CALLE DE LA LOMA	PASEO SANTA MARIA	VIA DE LOS CERROS	29,436	OL/F
CAMINO SEGURA	VIA DE LOS CERROS	PASEO SANTA CRUZ	38,190	OL/F
CAMINO DEL CINO	CAMINO DEL LAGO (WEST)	CAMINO DEL LAGO (EAST)	13,464	OL/F
CORTE DEL CINO	CAMINO DEL LAGO	END	9,198	OL/F

CORTE MERCADO	PASEO SANTA CRUZ	END	10,188	OL/F
CAMINO DEL LAGO	PASEO SANTA CRUZ	CAMINO SEGURA	41,448	OL/F
CORTE DEL VISTA	PASEO SANTA CRUZ	END	10,460	OL/F
CALLE ALTAMIRA	S/O CORTE MONTEREY	PASEO SANTA CRUZ	25,126	OL/F
CALLE ALTAMIRA	CALLE REYNOSO	S/O CORTE MONTEREY	26,010	OL/F
CORTE MATEO	CALLE ALTAMIRA	END	19,296	OL/F
CORTE ANTONIO	PASEO SANTA CRUZ	END	10,182	OL/F
BLACK AVENUE	38' E/O CALLE RICARDO	106' W/O CAMINO BRAZOS (WEST)	25,012	OL/F
FOOTHILL ROAD	RACoon HOLLOW COURT	BERNAL AVENUE	177,750	OL
GIBRALTAR DRIVE	HOPYARD ROAD	WILLOW ROAD	90,390	OL/F
GIBRALTAR DRIVE	WILLOW ROAD	619' N/O HACIENDA DRIVE	38,997	OL/F
W. LAS POSITAS	FOOTHILL ROAD	MUIRWOOD DRIVE	65,040	CIR/OL
W. LAS POSITAS	MUIRWOOD DRIVE	I-680	25,350	CIR/OL
VALLEY AVENUE	OAK VISTA WAY	LAGUNA CREEK LANE	50,000	CIR/OL
COMMERCE DRIVE	JOHNSON DRIVE	COMMERCE CIRCLE	15,703	MILL/OL
COMMERCE CIRCLE	COMMERCE DRIVE	COMMERCE DRIVE	84,118	MILL/OL
		TOTAL	994,005	

The second component of the project consisted of preparatory work on approximately 735,000 square feet of roadway scheduled for slurry sealing later this year. This work included patch paving (PP) and crack sealing (CS) as documented in the table below.

STREET NAME	BEGIN LOCATION	END LOCATION	AREA (SF)	TREATMENT
MARIGOLD COURT	COLUMBINE DRIVE	END	17,255	PP/CS
OAK CREEK COURT	COLUMBINE DRIVE	END	15,370	PP/CS
OAK CREEK DRIVE	FOOTHILL ROAD	COLUMBINE DRIVE	23,569	PP/CS
ARBUTUS COURT	OAK CREEK DRIVE	END	6,873	PP/CS
CAMELLIA COURT	OAK CREEK DRIVE	END	8,352	PP/CS
PALM COURT	MUIRWOOD DRIVE	END	14,355	PP/CS
ASPEN COURT	MUIRWOOD DRIVE	END	15,834	PP/CS
ALDER COURT	MUIRWOOD DRIVE	END	17,487	PP/CS
LEMONWOOD WAY	MUIRWOOD DRIVE	ASHWOOD DRIVE	14,388	PP/CS
ASHWOOD COURT	ASHWOOD DRIVE	END	9,909	PP/CS
ASHWOOD DRIVE	EASTWOOD WAY	LEMONWOOD DRIVE	36,399	PP/CS
EASTWOOD COURT	MUIRWOOD DRIVE	END	8,024	PP/CS
EASTWOOD WAY	MUIRWOOD DRIVE	COUNTY LINE	11,877	PP/CS
GRAND CANYON COURT	VALLEY TRAILS DRIVE	END	8,140	PP/CS
MT MCKINLEY	LASSEN STREET	END	8,749	PP/CS

COURT				
N GLACIER COURT	VALLEY TRAILS DRIVE	END	15,237	PP/CS
MESA VERDE COURT	VALLEY TRAILS DRIVE	END	10,663	PP/CS
SHENANDOAH COURT	VALLEY TRAILS DRIVE	END	17,811	PP/CS
S GETTYSBURG COURT	VALLEY TRAILS DRIVE	END	8,053	PP/CS
PETRIFIED FOREST COURT	VALLEY TRAILS DRIVE	END	8,372	PP/CS
ISLE ROYAL COURT	VALLEY TRAILS DRIVE	END	17,580	PP/CS
ZION CANYON COURT	VALLEY TRAILS DRIVE	END	19,527	PP/CS
SEQUOIA COURT	NATIONAL PARK ROAD	END	11,937	PP/CS
ACADIA COURT	NATIONAL PARK ROAD	END	11,446	PP/CS
VIRGIN ISLAND COURT	VALLEY TRAILS DRIVE	END	20,616	PP/CS
HOT SPRINGS COURT	VALLEY TRAILS DRIVE	END	8,372	PP/CS
WIND CAVE COURT	VALLEY TRAILS DRIVE	END	19,923	PP/CS
S PLATT COURT	VALLEY TRAILS DRIVE	END	18,075	PP/CS
NATIONAL PARK ROAD	SEQUOIA	VALLEY TRAIL (S)	13,655	PP/CS
NATIONAL PARK ROAD	VALLEY TRAIL (N)	SEQUOIA	13,815	PP/CS
VALLEY TRAILS DRIVE	PLATT COURT	HOPYARD ROAD	59,052	PP/CS
VALLEY TRAILS DRIVE	ZION CANYON COURT	PETRIFIED FOREST COURT	68,302	PP/CS
VALLEY TRAILS DRIVE	HOPYARD ROAD	ZION CANYON COURT	67,340	PP/CS

VALLEY TRAILS DRIVE	PETRIFIED FOREST COURT	PLATT COURT	57,424	PP/CS
VIRGIL CIRCLE	ARTHUR DRIVE (WEST)	ARTHUR DRIVE (EAST)	37,296	PP/CS
KEVIN COURT	VIRGIL CIRCLE	END	7,067	PP/CS
KIM COURT	ARTHUR DRIVE	END	6,754	PP/CS
		TOTAL	734,989	

In addition to roadway resurfacing, a section of West Las Positas Boulevard was widened at Foothill Road to improve traffic circulation. The existing 50-foot westbound left-turn lane from West Las Positas Boulevard onto southbound Foothill Road was extended by an additional 250 feet. The widening occurred within the City's landscaped median, and landscaping affected by the project will be evaluated and restored as part of a separate landscaping project.

EQUITY AND SUSTAINABILITY

Approval of this action advances the Climate Action Plan (CAP 2.0) in transportation and land use by promoting a more effective transportation system that supports walking and bicycling.

OUTREACH

Construction notices, social media posts, and project information were posted on the City's website prior to the start of construction. Construction message boards were installed two weeks in advance of work on major roadways. The contractor also hand-delivered construction notices to businesses and residents within and adjacent to the project area.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Goal of *Investing in our Environment*, Strategy 1 - Implementation of the Capital Improvement Program.

FISCAL IMPACT

Total funding for this project was \$4,587,576. Total project expenditures were \$4,152,381, resulting in a remaining balance of \$435,195, as shown in Attachment 2. Staff recommends returning the remaining project balance to the applicable fund balances as follows: \$64,354 to the Street CIP-General Fund (Fund 211, account number 21130120- 440108- 25503) and \$370,841 to the Gax Tax Fund (Fund 160, account number 16030231- 440108- 25503) for future projects.

Prepared by:



Michael Stella, City
Engineer

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Joe Calabrigo, Interim
City Manager

Attachments:

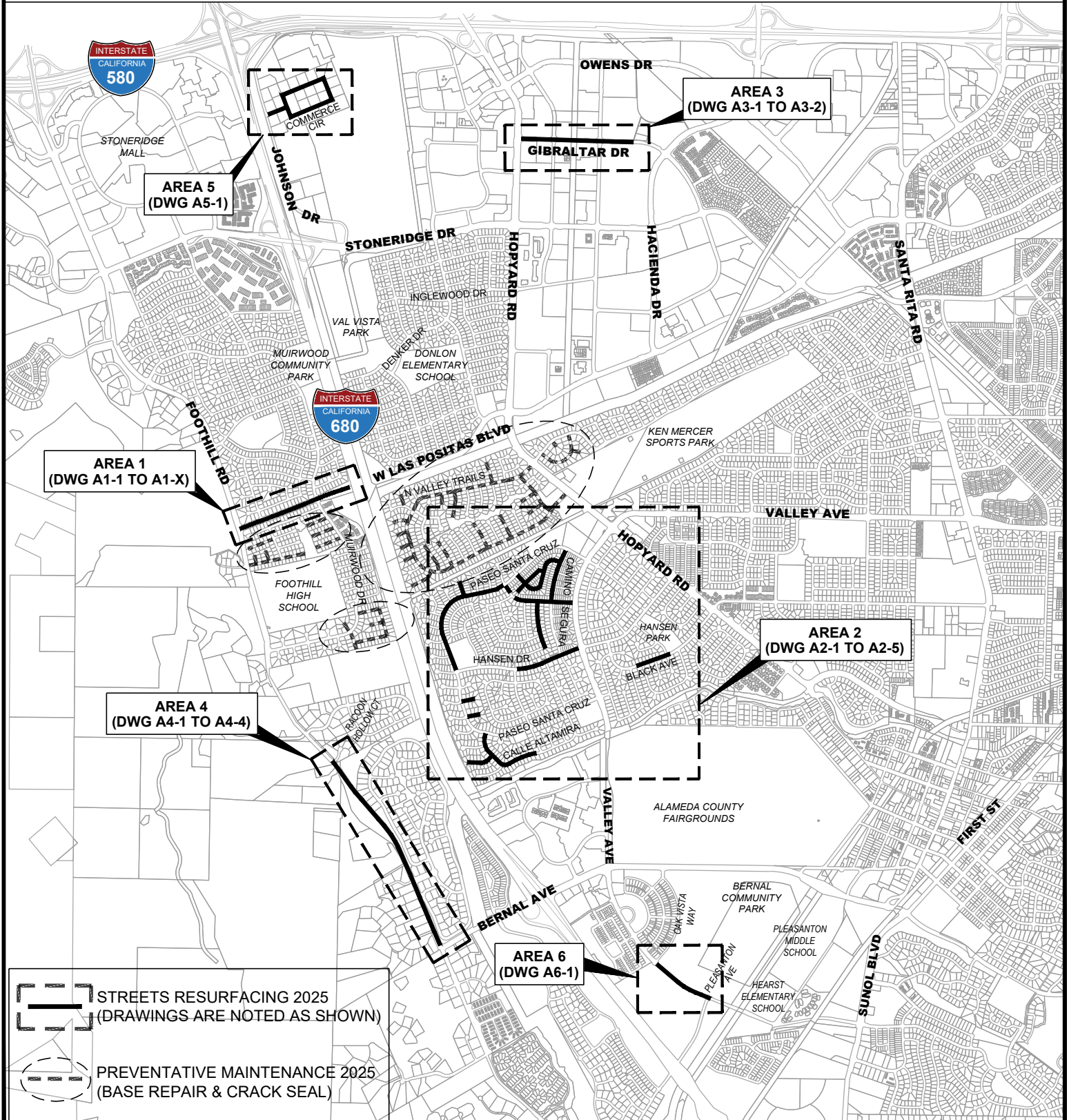
1. Location Map
2. Financial Expenditure Summary

CITY OF PLEASANTON

PUBLIC WORKS DEPARTMENT

ANNUAL STREETS RESURFACING AND PREVENTATIVE MAINTENANCE PROJECT CIP NO. 25503

LOCATION MAP



ANNUAL STREET RESURFACING & RECONSTRUCTION
CIP NO. 25503
07/07/26

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2024-25 CIP Allocation (Gas Tax - Fund 160)	\$1,575,000	
2024-25 Transfer from Gas Tax (Fund 160) per CCAR 06/17/25	169,364	
2024-25 Transfer from CIP 25504, Gas Tax Fund (Fund 160) per CCAR 05/06/25	400,000	
2024-25 CIP Allocation (Measure F - Fund 166)	400,000	
2024-25 CIP Allocation (MBB Streets - Fund 170)	1,975,000	
2024-25 Transfer from Street CIP (Fund 211) per CCAR 06/17/25	68,212	
TOTAL PROJECT FUNDING TO DATE		\$4,587,576

<u>Project Expenditures to Date</u>		
Advertising	\$852	
O'Grady Paving Inc. - Construction Contract (Contract No. 2026050)	4,038,463	
O'Grady Paving Inc. - Contract Change Order No. 1	13,053	
O'Grady Paving Inc. - Contract Change Order No. 2	10,300	
O'Grady Paving Inc. - Contract Change Order No. 3	4,363	
O'Grady Paving Inc. - Contract Change Order No. 4	16,337	
Suverying Services (Kier & Wright, On-Call Contractor, Contract No. 2024176)	17,322	
Material Testing Services (BSK Associates, On-Call Contractor, Contract No. 2024173)	23,770	
Construction Management Software from VPM (Contract No. 2026143)	24,000	
Miscellaneous Expenses	3,922	
TOTAL PROJECT EXPENDITURES		\$4,152,381

<u>Funding Balance/(Shortfall)</u>	
Project Balance	435,195

July 7, 2026
City Manager

TITLE: ADOPT A RESOLUTION ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF PLEASANTON A MEASURE TO APPROVE A UNIFORM TRANSIENT OCCUPANCY TAX INCREASE; REQUESTING THAT THE ALAMEDA COUNTY BOARD OF SUPERVISORS PERMIT CONSOLIDATION OF THE MEASURE AND RELATED MATERIALS WITH THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND PROVIDE DIRECTION ON WRITTEN BALLOT ARGUMENTS

SUMMARY

Since 2025, the City has been exploring a potential ballot measure to allow voters to consider increasing the Transient Occupancy Tax (TOT), also known as hotel tax, to secure new revenue for the City. On June 2, 2026, the City Council directed staff to return with a final resolution and ordinance for a TOT measure on the November 3, 2026, general municipal election ballot. The TOT is paid by hotel and motel guests, primarily out-of-town visitors rather than Pleasanton residents. If approved by voters, the measure would increase the City's TOT rate from 8 percent to 10 percent effective July 1, 2027, and from 10 percent to 12 percent effective July 1, 2028. The measure would require a simple majority (50 percent plus one) affirmative vote of eligible voters.

Once the full 12 percent increase takes effect the measure is expected to generate approximately \$2.8 million per year, all of which would remain in Pleasanton. Adoption of the resolution, which includes the related ordinance as Exhibit A, is the formal action that places the measure on the ballot. This report also requests the City Council's direction on filing written ballot arguments. Approval of a TOT increase, combined with ongoing efforts to reduce spending, would help reduce the structural operating budget deficit and offset impacts on City services and programs.

RECOMMENDATION

Staff recommends the City Council place a Transient Occupancy Tax measure on the November 3, 2026, ballot, including approval of the following legislative actions:

1. Adopt a resolution ordering the submission to the qualified electors of the City of Pleasanton a measure to approve a Uniform Transient Occupancy Tax increase; requesting that the Alameda County Board of Supervisors permit consolidation of the measure and related materials with the general municipal election to be held on November 3, 2026; and directing the City Attorney to prepare an impartial analysis.
2. Provide direction on the filing of written ballot arguments. Staff recommends that the City Council elect to file a written argument in support of the measure and form an ad hoc subcommittee of two Council members to draft the primary argument and any

rebuttal.

BACKGROUND

As documented in the FY 2026/27 Mid-Term Budget Update Report and General Fund Ten-Year Financial Forecast presented on May 19, 2026, the baseline forecast projects annual General Fund operating deficits ranging from approximately \$4.4 million to \$8.3 million over the forecast period; the projected structural deficits do not include the \$44.0 million annual infrastructure funding gap identified in the Asset Management Plan. At the City Council's direction, staff has been working to proactively address the deficit with a combination of reducing spending and exploring new revenue opportunities.

Prior City Council Actions

On August 19, 2025, staff presented a range of potential new or expanded revenue options. The City Council directed staff to focus on a Transient Occupancy Tax (TOT) increase and to begin stakeholder engagement with Pleasanton's hotel operators. In late 2025, staff had informal conversations with Pleasanton hotel operators to understand the potential impacts of a TOT adjustment on the local lodging market. On February 3, 2026, the City Council directed staff to return with draft ballot language for a TOT measure at a target rate of 12 percent, phased over two years, for the November 3, 2026, general municipal election.

On June 2, 2026, staff presented the draft resolution, draft ordinance, and draft ballot question, along with community survey results. The City Council voted unanimously to place a TOT measure on the November 3, 2026, ballot with majority consensus to proceed with the phased rate structure (10 percent effective July 1, 2027, and 12 percent effective July 1, 2028). Final versions of the proposed ballot language, resolution, and ordinance are attached to this report.

Regional Context

Pleasanton's TOT rate of 8 percent was established in 1983 and has not been adjusted since. Pleasanton's rate is tied with Dublin and Livermore for the lowest in Alameda County, where rates currently range from 8 percent to 14 percent. 10 of the 13 cities with a TOT are at 10 percent or higher. The most recent voter-approved increases were in Newark (January 2025, 80 percent approval) and Hayward (August 2025, 72 percent approval). Even at the full 12 percent rate, Pleasanton would remain at or below most Alameda County jurisdictions.

DISCUSSION

Proposed Tax Measure

If approved by voters, the ordinance would amend Section 3.20.030 of the Pleasanton Municipal Code to increase the TOT rate from 8 percent to 10 percent effective July 1, 2027, and from 10 percent to 12 percent effective July 1, 2028. The TOT is collected by hotel and motel operators from guests at the time of payment and remitted to the City. Based on current TOT collections, staff projects the measure would generate approximately \$1.4 million in additional annual revenue once the 10 percent rate takes effect and approximately \$2.8 million in additional annual revenue once the 12 percent rate takes effect.

The proposed tax would be a general tax paid primarily by visitors staying in Pleasanton hotels and motels. The measure would be approved if it receives a majority of affirmative votes from eligible City voters (50 percent plus one). Placing the measure on the November ballot

requires a two-thirds vote of the City Council (four council members). The additional tax revenue would remain in Pleasanton and could not be taken by the State of California for any reason or purpose.

Community and Stakeholder Input

To assess community sentiment, the City used FlashVote, a statistically-valid community survey service in which residents are verified by address and the sample is built to represent the community as a whole. Of 251 respondents, 67 percent supported a TOT increase, 13 percent were neutral and 20 percent were opposed. Respondents' top priorities for City services track closely with the uses identified in the ballot question: physical safety and security, parks and recreation, local businesses and services, streets and sidewalks and the overall appearance of the community.

City staff met with Pleasanton hotel general managers beginning in late 2025, with follow-up conversations through spring 2026. The phased implementation schedule reflects operator input received through that engagement. The Pleasanton Chamber of Commerce has remained neutral on the measure and submitted a letter requesting that the question be placed before the voters. As of the writing of this report, the City has not received any letters of opposition to the measure.

Written Ballot Arguments

For measures placed on the ballot by the City Council, ballot arguments for or against the measure may be submitted. In selecting the argument, preference and priority is set as follows (Elections Code section 9287):

- the City Council, or a member or members of the City Council authorized by the City Council; or
- individual voter, or bona fide association of citizens or combination thereof, who are bona fide sponsors or proponents of the measure; or
- a bona fide association of citizens; or
- an individual voter who is eligible to vote on the measure.

Only one argument in favor and one argument against the measure may be printed and distributed to the voters. A direct argument may not exceed 300 words and may be signed by up to five authors (Elections Code sections 9282 and 9283). An argument filed by the City Council is authorized by a majority of the body and need not be signed by every member; it may carry between one and five signatures or be submitted in the name of the City Council as a whole.

Staff recommends that the City Council elect to file a written argument in favor of the measure and form an ad hoc subcommittee of two Council members to draft the argument. Providing this direction at the July 7 meeting allows the subcommittee to prepare and file the argument within the deadlines established by the City Clerk without the need for additional City Council action. The attached resolution authorizes both the primary and rebuttal arguments, so the subcommittee would also have the option to prepare a rebuttal if an argument against the measure is filed.

Alternatively, the City Council may authorize one or more individual Council members to

prepare and file an argument, in which case the names of the authorized members would be inserted into the resolution.

The City Council may also elect not to file an argument, in which case selection for arguments will proceed in the priority order as established by Elections Code section 9287.

Rebuttal arguments are governed by Elections Code section 9285. Once arguments on both sides of a measure are selected, the authors of each argument may file a rebuttal argument of up to 250 words.

The resolution also directs the City Attorney to prepare an impartial analysis of the measure.

Next Steps

If the resolution is adopted, staff will submit the required materials to Alameda County, and the City Attorney will prepare an impartial analysis of the measure for the voter information guide. The table below outlines the anticipated deadlines for submittal of arguments.

July 7, 2026	City Council adopts the resolution, formally placing the TOT measure on the November 3, 2026 ballot, and provides direction on written ballot arguments
August 5, 2026	City Attorney Impartial Analysis
August 13, 2026 by 4:00 p.m.	Primary arguments due to the City Clerk
August 20, 2026 by 4:00 p.m	Rebuttal arguments due to the City Clerk

EQUITY AND SUSTAINABILITY

Generating sufficient revenue and ensuring the City's fiscal sustainability allows the City to continue providing programs and services that benefit all residents. Unlike a sales tax or parcel tax, the TOT is paid primarily by visitors staying in Pleasanton hotels and motels, rather than by local residents or property owners. General Fund revenue generated by the measure would support City services that benefit all residents, including public safety, parks and recreation, infrastructure maintenance and community programs.

OUTREACH

Because the proposed measure is paid by visitors rather than by Pleasanton residents, staff has had targeted conversations with Pleasanton hotel operators to discuss the proposed rate structure and phased implementation. Staff will develop community education materials in compliance with applicable laws governing public agency communications on ballot measures and will coordinate with the City Attorney's Office on the content and timing of those materials.

STRATEGIC PLAN ALIGNMENT

This item aligns with the ONE Pleasanton strategic plan goal of *Funding Our Future*, which supports financial health and sound fiscal policies.

FISCAL IMPACT

It is estimated that the measure will cost approximately \$243,265 to \$340,445 as part of the consolidated general municipal election, which will be allocated to the FY 2026/27 elections budget. If the measure is approved by voters, the estimated annual revenue impact would be approximately \$1.4 million beginning in FY 2027/28 (10 percent rate) and approximately \$2.8 million beginning in FY 2028/29 (12 percent rate), based on current TOT collections and assuming stable hotel occupancy.

Prepared by:



Submitted by:



Approved by:



Aarón Zavala, Assistant to
the City Manager

Alexa Jeffress, Assistant City Manager

Joe Calabrigo, Interim
City Manager

Attachments:

1. Resolution - Measure and Arguments
2. Ordinance - Measure
3. Presentation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF PLEASANTON A MEASURE TO APPROVE A UNIFORM TRANSIENT OCCUPANCY TAX INCREASE; REQUESTING THAT THE ALAMEDA COUNTY BOARD OF SUPERVISORS PERMIT CONSOLIDATION OF THE MEASURE WITH THE PLEASANTON GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE; SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, the City Council of the City of Pleasanton ("City Council") desires to submit to the voters a measure to increase the City's Uniform Transient Occupancy Tax in the General Municipal Election to be held on November 3, 2026; and

WHEREAS, on June 2, 2026, the City Council adopted Resolution No. 2026-040 calling for the holding of a General Municipal Election and Resolution No. 2026-041 requesting the Board of Supervisors of the County of Alameda to consolidate a General Municipal Election to be held on November 3, 2026, with a Statewide General Election to be held on that date pursuant to section 10403 of the Elections Code for the purpose of the election of a Mayor to a two-year term, and two Members of the City Council from Districts 1 and 3 to a four-year term.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Alameda is hereby requested to consent and agree to the consolidation of a General Municipal Election to be held on November 3, 2026, with a Statewide General Election to be held on that date for the purpose of submitting to the qualified voters of the City the ballot measure set forth in the ballot question shown below in Section 4.

SECTION 2. Pursuant to California Constitution Article XIII C, Section 2, Government Code Section 53724, and Elections Code Section 9222, the City Council of the City of Pleasanton hereby calls an election at which it shall submit to the qualified voters of the City a measure to increase the City's Uniform Transient Occupancy Tax from 8% to 10% on July 1, 2027, and to 12% on July 1, 2028 as authorized by Revenue and Taxation Code section 7280.

SECTION 3. The proposed complete text of the Ordinance submitted to the voters pursuant to Section 2 is set forth in Exhibit A. The City Council hereby approves the Ordinance, the form thereof, and its submission to the voters of the City at the November

3, 2026 election, as required by Revenue and Taxation Code section 7280, subject to the approval of a majority of the voters voting on the measure.

SECTION 4. The City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election on November 3, 2026, the following question, which question shall require the approval of a majority (50%+1) of qualified electors casting votes to pass:

Shall a measure be adopted to increase the City's Uniform Transient Occupancy Tax paid by hotel guests from 8% to 10% on July 1, 2027, and to 12% on July 1, 2028, generating an estimated \$1.4 to \$2.8 million per year in additional revenue, that can be used to maintain city services, such as: police and fire protection; park and street maintenance; recreation programs; and other general government uses, until ended by voters?	YES
	NO

SECTION 5. The ballots to be used at the election shall be in form and content as required by law. The City Clerk is authorized, instructed and directed to coordinate with the County of Alameda Registrar to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The City of Pleasanton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 6. That the Alameda County Registrar of Voters is authorized to canvass the returns of the municipal election. The election shall be held in all respects as if there were only one election.

SECTION 7. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections and that the City Clerk is authorized to transmit a certified copy of this resolution to the Alameda County Board of Supervisors and the Alameda County Registrar of Voters.

SECTION 8. [to be added to the final resolution]

The City Council shall file a written argument not exceeding 300 words and a rebuttal argument not exceeding 250 words regarding the City measure as specified above), accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California.

The arguments and rebuttals may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk. Arguments and rebuttal arguments may not be signed by

more than five authors. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

OR

The City Council authorizes Council Member(s) _____ and _____ to file (a) written argument(s) In Favor of or Against City measure(s) not exceeding 300 words, and rebuttal arguments not exceeding 250 words, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments and rebuttals may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

The arguments and rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. Arguments and rebuttal arguments may not be signed by more than five authors. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 9. City Attorney Impartial Analysis. That the city council directs the city attorney to prepare an impartial analysis of the measure.

SECTION 10. The approval of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000, et.seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et. seq., "CEQA Guidelines"). The City's Uniform Transient Occupancy Tax increase to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. Accordingly, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the City would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on ____, 2026.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the ____

day of ____ 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

DRAFT

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF PLEASANTON AMENDING SECTION 3.20.030 OF CHAPTER 3.20 OF TITLE 3 OF THE PLEASANTON MUNICIPAL CODE RELATED TO THE CITY'S UNIFORM TRANSIENT OCCUPANCY TAX ORDINANCE

THE PEOPLE OF THE CITY OF PLEASANTON DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 3.20.030 of Chapter 3.20 of Title 3 of the Pleasanton Municipal Code is amended to read as follows:

3.20.030. Imposed—Rate.

For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the following amounts:

A. Eight percent (8%) of the rent charged by the operator for any period of occupancy commencing before July 1, 2027;

B. Ten percent (10%) of the rent charged by the operator for any period of occupancy commencing on or after July 1, 2027, and before July 1, 2028; and

C. Twelve percent (12%) of the rent charged by the operator for any period of occupancy commencing on or after July 1, 2028.

The tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the tax administrator may require that such tax shall be paid directly to the tax administrator.

SECTION 2. This ordinance relates to the levying and collecting of the City's Uniform Transient Occupancy Tax and shall take effect immediately.

SECTION 3. A summary of this ordinance shall be published once within fifteen (15) days after its adoption in "The Valley Times," a newspaper of general circulation published in the City of Pleasanton, and the complete ordinance shall be posted for fifteen (15) days in the City Clerk's office within fifteen (15) days after its adoption.

The foregoing Ordinance was approved and adopted by the voters of the City of Pleasanton on November 3, 2026.

Jack Balch, Mayor

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

Transient Occupancy Tax (TOT) Ballot Measure

July 7, 2026

Where We Are

- On June 2, 2026, the City Council placed the TOT measure on the November 3, 2026 ballot and selected the phased rate structure
- The substance of the measure, the rate, and the ballot question were decided on June 2
- Tonight's actions are the formal steps to finalize the measure: adopt the resolution and ordinance, and provide direction on written ballot arguments

The Measure Being Placed on the Ballot

Rate Increase

- July 1, 2027: 8% to 10% (about \$1.4M more per year)
- July 1, 2028: 10% to 12% (about \$2.8M more per year, cumulative)
- General tax: simple majority to pass (50% + 1)
- Paid primarily by visitors; a single measure sets the rate

Draft Ballot Question

"Shall a measure be adopted to increase the City's Uniform Transient Occupancy Tax paid by hotel guests from 8% to 10% on July 1, 2027, and to 12% on July 1, 2028, generating an estimated \$1.4 to \$2.8 million per year in additional revenue, that can be used to maintain city services, such as: police and fire protection; park and street maintenance; recreation programs; and other general government uses, until ended by voters?"

Tonight's Actions

1. Adopt the resolution placing the measure on the November 3, 2026 ballot

- Approves the ordinance (Exhibit A) amending Municipal Code Section 3.20.030
- Requests Alameda County consolidation and directs the City Attorney's impartial analysis
- Requires a two-thirds vote of the City Council (four members)

2. Provide direction on written ballot arguments

- Staff recommends the City Council file a written argument in favor of the measure
- Form an ad hoc subcommittee of two Councilmembers to draft the primary and rebuttal arguments
- Staff does not draft argument content; the City Clerk sets the filing deadlines

Written Ballot Arguments

Preference and priority is set as follows (Elections Code section 9287):

- the City Council, or a member or members of the City Council authorized by the City Council; or
- individual voter, or bona fide association of citizens or combination thereof, who are bona fide sponsors or proponents of the measure; or
- a bona fide association of citizens; or
- an individual voter who is eligible to vote on the measure.

Next Steps to the November Ballot

Date	Milestone
July 7, 2026	Council adopts the resolution and directs written ballot arguments
August 5, 2026	City Attorney impartial analysis
August 13, 2026	Primary arguments due to the City Clerk
August 20, 2026	Rebuttal arguments due to the City Clerk
November 3, 2026	Election Day

Recommendation

Place a Transient Occupancy Tax measure on the November 3, 2026, ballot, including approval of the following legislative actions:

- 1. Adopt a resolution ordering the submission to the qualified electors of the City of Pleasanton a measure to approve a Uniform Transient Occupancy Tax increase... for the general municipal election on November 3, 2026; and**
- 2. Provide direction on the filing of written ballot arguments.**
 - Staff recommends that the City Council elect to file a written argument in support of the measure and form an ad hoc subcommittee of two Council members to draft the primary argument and any rebuttal.

CITY COUNCIL AGENDA REPORT

July 7, 2026
Community and Economic Development

TITLE: CONTINUED FROM JUNE 16, 2026 - REVIEW AN APPLICATION FOR SIGN DESIGN REVIEW TO REBRAND AN EXISTING 76 GAS STATION AND CIRCLE K MARKET TO SHELL GASOLINE AND FASTFILL MARKET LOCATED AT 4191 FIRST STREET, FILED AS CASE NO. P25-0300

SUMMARY

A member of the City Council has requested a review of Case No. P25-0300, an application for Sign Design Review (SDR) to rebrand the existing 76 Gas Station and Circle K Market to Shell Gasoline and FastFill Market located at 4191 First Street. In the absence of an approved master sign program, the requested signage changes require SDR approval. The Zoning Administrator denied the application on February 25, 2026 (Attachment 2). The applicant appealed the decision to the Planning Commission on March 5, 2026 (Attachment 3). On May 13, 2026, the Planning Commission considered and upheld the appeal, overturning the Zoning Administrator's denial, subject to findings and conditions of approval, including a reduction of the amount of corporate branding color on the canopy to not exceed 50 percent of the total canopy fascia height (Attachment 6). Per Pleasanton Municipal Code (PMC) Section 18.144.010 ('City Council Review'), on May 15, 2026, a member of the City Council called up the action of the Planning Commission for review. Accordingly, the SDR application is before the City Council for de novo consideration.

RECOMMENDATION

Adopt a resolution upholding the Zoning Administrator's denial of Case No. P25-0300, subject to the findings in Attachment 1, Exhibit A.

Alternatively, the City Council may, based on its de novo review of the application, elect to approve the project, either consistent with the Planning Commission's determination, in alignment with the applicant's proposal, or with further modifications. If electing to approve the project, staff would recommend the City Council adopt a resolution with the same or similar findings and conditions of approval made by the Planning Commission, as outlined in Attachment 6.

BACKGROUND

Project Description and Location

On September 2, 2025, Guy Houston submitted a Sign Design Review (SDR) application on behalf of property owner Mike Ahmadi (GAWFCO Enterprises, LLC) to rebrand the gas station at 4191 First Street. The proposed project includes the installation of new monument, wall, canopy, and pump signage as part of a gas station rebranding for a Shell gasoline station located at 4191 First Street (former 76 Gas Station). The site contains a gas station and a convenience market. Access to the site is provided along the First Street and Ray Street frontages. Adjacent uses to the site include detached single-family homes and office buildings to the west along Ray Street, commercial tenant spaces to the north along First Street,

residential to the east along Vineyard Avenue, and a variety of commercial uses to the south along First Street.

See the Project Plans (Attachment 5) for additional details of the proposed project, including images of the prior 76 Gas Station design.

Staff Review and Zoning Administrator Action

Staff deemed the application incomplete on September 16, 2025, expressing general support for the site upgrade but requesting a reduction in franchise branding colors on the canopy fascia, consistent with the approximately 25 percent coverage featured on the existing 76 Gas Station canopy.

Following further dialogue, the applicant switched brands from Sunoco to Shell Gasoline and resubmitted in January 2026; while the revised package reduced franchise color coverage compared to the earlier Sunoco proposal, the Shell Gasoline canopy design still featured approximately 66 percent yellow and red franchise branding color. Although staff indicated the project could be approved with reductions in the amount of branded color elements on the canopy, the applicant declined to make such changes. The Zoning Administrator issued a denial on February 25, 2026, finding the proposed signage inconsistent with General Plan Community Character Element Policies 15 and 16, which call for attractive colors that minimize bright franchise branding and discourage franchise prototype signage. The applicant filed a timely appeal on March 5, 2026 (Attachment 3).

PLANNING COMMISSION ACTION

On May 13, 2026, the Planning Commission heard the appeal, and after considering the agenda report (Attachment 4), public comment, the applicant's testimony, and project plans (Attachment 5), the Planning Commission upheld the applicant's appeal (3-1 vote), overturning the Zoning Administrator's determination to deny the SDR application. The Planning Commission made findings for approval and adopted standard SDR conditions of approval, as well as two project-specific conditions of approval as follows: 1) the height of the Shell Gasoline corporate branding color band shall not exceed 50 percent of the total canopy fascia height; and 2) any canopy illumination (except underlighting) shall automatically turn off at 10 p.m. daily (Attachment 6).

DISCUSSION

As part of the SDR process, the Zoning Administrator subjectively evaluates the proposed signage against the following standards prior to making a determination:

1. Any applicable General Plan policies, specifically:
 - Community Character Element Policy 15, Program 15.3:
 - Attractive sign design and higher quality sign materials
 - Attractive colors, minimizing bright franchise colors
 - Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage".
2. Any applicable Design Guidelines (such as the Downtown Design Guidelines) and,

for signs on Main Street, standards in the Downtown Revitalization District Ordinance (PMC Chapter 18.74).

3. Any applicable provisions specified in PMC Section 18.96 (Signs).

The City's Sign Ordinance includes basic parameters as to the amount, size, placement, and lighting of signs (with such standards varying by Zoning District), but lacks strict, objective design parameters in many respects, particularly with regard to aesthetics (e.g., colors, materials, permissible lighting levels, amount of branding vs. non-branding components, etc.). The Sign Ordinance does not include a quantified standard for the amount of "bright franchise colors" that could be considered to meet the General Plan's policy intent to "minimize" their use. Staff notes that there is a wide range of existing examples and degrees of use of gas station franchise colors throughout Pleasanton, even within the same brand, ranging from minimal to much more extensive.

As such, the SDR process involves some degree of subjectivity, wherein staff evaluates projects on a case-by-case basis through the review process, taking into account factors such as the location and visibility of the site, existing signage/sign conditions, and design/character of the buildings or structures on which the signage is being placed, nature of the use for which the signage is proposed, and character, type, and proximity of adjacent uses. The City must also consider the reasonable expectation or First Amendment right that a business may wish or be entitled to use its corporate colors, business identification, or branding as part of its signage program.

As outlined in the Denial Letter (Attachment 2) and the Planning Commission agenda report (Attachment 4), it was staff's conclusion that, as designed, the proposed canopy would create an overly franchise-brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. The proposed canopy color band is disproportionately large (approximately 66 percent of the canopy height), altering the perceived scale and the canopy's emphasis when viewed from the public right-of-way. Rather than providing a balanced architectural feature that transitions appropriately with the streetscape at a Downtown gateway, the canopy reads as a dominant graphic/franchise branding element, which is also discouraged by General Plan Community Character Element Policy 16.

Please refer to Attachments 2 through 6 for full project details, an overview of the SDR process, and governing General Plan policies and PMC standards related to SDR.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(5) and CEQA Guidelines Section 15270, which statutorily exempts projects that a public agency intends to deny. Therefore, no additional environmental review is required.

SUMMARY AND CONCLUSION

As outlined above, in the absence of a quantified standard in the Sign Ordinance, evaluation of the suitability of a specific sign design proposal involves some degree of subjectivity, based on site-specific conditions and considerations.

While staff continues to recommend denial of the application based on the findings outlined in Attachment 1, the City Council, based on its independent and de novo review of the application, could elect to follow the Planning Commission's determination (a reduction to no more than 50 percent of the canopy area being branded colors), and adopt a resolution with the same or similar findings and conditions of approval made by the Planning Commission (Attachment 6); approve the project as proposed by the applicant; or make further modifications. In either of these latter cases, similar findings for approval as were made by the Planning Commission would also be appropriate to adopt.

EQUITY AND SUSTAINABILITY

Not applicable to this project, since this a routine item of City business.

OUTREACH

Notice of this application was sent to property owners and tenants/occupants within a 1,000-foot radius of the subject site, as shown in Attachment 7, and it was published in the Valley Times newspaper on June 5, 2026. At the time this report was published, no public comments had been received.

STRATEGIC PLAN ALIGNMENT

Not applicable to this project, since this is a routine item of City business.

FISCAL IMPACT

The project applicant is responsible for paying the fees as set forth in the Conditions of Approval (Attachment 6). No fiscal impacts to the City or public services are anticipated.

Prepared by:



Eric Luchini, Senior Planner

Submitted by:



Ellen Clark, Director of Community and Economic Development

Approved by:



Joe Calabrigo, Interim City Manager

Attachments:

1. City Council Resolution
2. Denial Letter
3. Applicant Appeal
4. Planning Commission Agenda Report
5. Project Plans
6. Planning Commission Resolution
7. Location and Noticing Map
8. Presentation

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON UPHOLDING THE ZONING ADMINISTRATOR'S DENIAL OF AN APPLICATION FOR SIGN DESIGN REVIEW TO REBRAND AN EXISTING 76 GAS STATION AND CIRCLE K MARKET TO SHELL GASOLINE AND FASTFILL MARKET LOCATED AT 4191 FIRST STREET, AS FILED UNDER CASE NO. P25-0300**

WHEREAS, on September 2, 2025, Guy Houston, as the applicant ("Applicant"), on behalf of the property owner Mike Ahmadi, GAWFCO Enterprises, LLC ("Property Owner"), submitted a Sign Design Review application to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former 76 Gas Station to the new Shell Gasoline and FastFill Market (hereinafter "the Project") located at 4191 First Street, Assessor Parcel No. 94-110-12-6 (hereinafter "the Property"); and

WHEREAS, the Property has a General Plan land use designation of Retail/Highway/Service Commercial Business and Professional Offices; and

WHEREAS, the Property is zoned C-C (Central Commercial) District; and

WHEREAS, the Property is designated Downtown Commercial in the Downtown Specific Plan; and

WHEREAS, on February 25, 2026, the Zoning Administrator denied the Project pursuant to inconsistencies with the required findings listed in Pleasanton Municipal Code (PMC) Section 18.20.050.B.1 through 6, as outlined in Section 4 below; and

WHEREAS, on March 5, 2026, Applicant, on behalf of the Property Owner, filed a timely appeal of the Zoning Administrator's determination to deny the Project to the Planning Commission; and

WHEREAS, pursuant to Section 65905 of the Government Code, the Planning Commission held a duly noticed public hearing to consider the Project on May 13, 2026, at which time all interested parties had the opportunity to be heard. The Planning Commission considered the agenda report dated May 13, 2026, incorporated herein by reference, and all written and oral testimony; and

WHEREAS, on May 13, 2026, the Planning Commission voted and adopted Resolution No. PC-2026-12, upholding the appeal and made revised findings pursuant to those listed in PMC Section 18.20.050.B.1 through 6; and

WHEREAS, on May 15, 2026, pursuant to Pleasanton Municipal Code Section 18.144.010 ('City Council Review'), the City Council called up the action of the Planning Commission for review; and

WHEREAS, pursuant to Section 65905 of the Government Code, the City Council held a duly noticed public hearing to consider the Project on June 16, 2026, at which time all interested parties had the opportunity to be heard. The City Council considered the agenda report dated June 16, 2026, incorporated herein by reference, and all written and oral testimony; and

WHEREAS, on June 16, 2026, the City Council denied the Project pursuant to inconsistencies with the required findings listed in PMC Section 18.20.050.B.1 through 6 and as outlined in Section 4 below; and

WHEREAS, the City of Pleasanton was the lead agency for the Project, and the City Council was the decision-making body for denying the Project.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:

Section 1. Prior to acting on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral agenda reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's de novo determination is based on its own independent review of the Record Evidence, which is incorporated into this Resolution by reference.

Section 2. The Project is not consistent with the adopted and applicable General Plan Programs, Policies, and Goals related to community character and the discouragement of franchise and prototype architecture and signage. As such, the Project does not comply with the requirements of Government Code Section 65860.

Section 3. Findings for California Environmental Quality Act (CEQA)
With respect to CEQA, the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(5) and CEQA Guidelines Section 15270, which statutorily exempts projects that a public agency intends to deny. Therefore, no additional environmental review is required.

Section 4. Findings for Sign Design Review Denial
With respect to the denial of P25-0300, the City Council makes the following findings as required by Section 18.20.050.B.1 through 6 of the Pleasanton Municipal Code:

1. The project's approval is in the best interest of public health, safety, and general welfare.

The Project, as designed, is not in the best interest of the general welfare, which encompasses not only health, spaciousness, and balance, but also beauty. *Berman v. Parker* (1954) 348 U.S. 26. The proposed canopy composition is not a balanced architectural expression because the color band occupies 63.8% of the canopy height, making color the primary defining feature rather than the relationship of architectural components and materials. The disproportionate band undermines architectural quality and the cohesive relationship of building components, colors, and materials.

The Project site serves as a prominent Downtown gateway/entry corridor, where the streetscape's visual character contributes to Pleasanton's community identity and general welfare. The proposed canopy design, specifically the oversized, franchise-forward color band, creates an overly brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. The proposal conflicts with the General Plan Community Character Element, including Policy 15 / Program 15.3 (attractive sign design and higher-quality sign materials and colors, minimizing bright

franchise colors) and Policy 16 (discourages franchise and prototype architecture and signage). As a result, the project does not demonstrate that approval would serve the general welfare as contemplated by the City's adopted community character policies.

Accordingly, the City Council cannot make this finding.

- 2. The site design, including building placement, parking and circulation, landscape, and outdoor space, enhances the pedestrian experience, embraces natural features, promotes connections, creates visual interest, and relates to the character of the surrounding development.**

The proposed canopy treatment relies primarily on a dominant franchise color field rather than a context-sensitive architectural composition that reinforces the established Downtown entry character. Because the color band is disproportionately large and visually dominant from the public right-of-way, it draws attention away from building form, materials, and the broader streetscape composition and therefore does not enhance the pedestrian experience along this Downtown approach. Further, the emphasis on franchise color diminishes the ability for landscaping and streetscape elements to complement architectural features, strengthen vistas, and reinforce an established gateway character.

Accordingly, the City Council cannot make this finding.

- 3. Architectural considerations, including character, scale, massing, and quality of design, have been incorporated to ensure the project integrates with the existing site and has a cohesive relationship with the surrounding context.**

The proposed canopy design creates an overly brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. The proposed canopy color band occupies approximately 63.8% of the canopy height, altering the perceived scale and emphasis of the canopy when viewed from the public right-of-way. Rather than reading as a balanced architectural feature with subordinate branding, the canopy reads as a dominant graphic/branding element, which is not compatible with the intended Downtown gateway context and is inconsistent with the City's direction to avoid franchise/prototype architecture and signage (General Plan Community Character Element Policy 16). The disproportionate band undermines architectural quality and results in an inappropriate relationship to the site, public views, and surrounding development patterns.

Accordingly, the City Council cannot make this finding.

- 4. Exterior lighting, signage, amenities, mechanical equipment, and other architectural features are integrated into the design of the site and building.**

The canopy color band functions as a large-format branding device rather than an architectural element integrated into the overall design concept. Given its size and prominence, the band is inconsistent with integrated sign design and does not meet the record-supported threshold that would keep branding subordinate to architecture. The proposal conflicts with General Plan Community Character Element Policy 15 / Program 15.3 (minimize bright franchise colors; attractive sign design and materials) and Policy 16 (discourage franchise and prototype architecture/signage).

Accordingly, the City Council cannot make this finding.

5. The project, when adjacent to existing residential dwelling units, is designed to minimize impacts, including privacy, light, and glare.

The west side of the property is adjacent to residential uses, and the record indicates the north and west sides of the canopy are non-illuminated. Accordingly, the proposed illumination design is appropriate in relation to nearby residential uses and minimizes potential impacts from light and glare.

Accordingly, the City Council makes this finding.

6. The plan meets the requirements of the municipal code and any other applicable guidelines, policies, and standards.

The Project is not consistent with the City's applicable guidelines or policies, including the following:

- a. The General Plan. The Project does not align with the applicable General Plan's Programs, Policies, and Goals, including Community Character Element Policy 15, Program 15.3, which calls for "attractive sign design and higher quality sign materials," and "attractive colors, minimizing bright franchise colors." As proposed, the Project's sign design is not attractive, and uses the bright franchise colors specifically discouraged by the General Plan. Additionally, the Project is not consistent with Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage," inasmuch as it relies heavily on franchise signage.
- b. The Downtown Specific Plan. Moreover, the Project fails to conform to the Downtown Specific Plan, which calls for developments to, amongst other things, "improve the major gateways into downtown to create a sense of arrival and to enhance the aesthetics along these roadways." (Downtown Specific Plan, LD-G.13.) The Project's proposed signage does not improve this major gateway into downtown, nor create any sense of arrival or enhance aesthetics, with its use of overly bright franchise colors.

Accordingly, the City Council cannot make this finding.

Section 5. The City Council hereby denies Case No. P25-0300, a Sign Design Review application to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former 76 Gas Station to the new Shell Gasoline and FastFill Market located at 4191 First Street.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on June 16, 2026.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on June 16, 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

DRAFT



February 25, 2026

VIA Email:
guyhouston@sbcglobal.net

Guy Houston
 California Gold Advocacy Group
 6300 Village Parkway
 Suite 200
 Dublin, CA 94568

Subject: P25-0300, Gas Station Monument, Wall, Canopy Signage
4191 First Street
Effective Date: March 7, 2026

Dear Mr. Houston:

The City of Pleasanton has completed its Sign Design Review procedure for your proposal to install new monument, wall, and canopy signage as part of a gas station rebranding for Shell Gas Station located at 4191 First Street.

Your application has been **denied**, subject to the following review criteria outlined in Pleasanton Municipal Code Section 18.20.030:

1. Preservation of the natural beauty of the city and the project site's relationship to it;

The project site is located at a prominent entryway to Downtown, where the visual character of the streetscape contributes to the City's community identity. The proposed canopy design creates an overly brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. General Plan Community Character Element Policy 15, Program 15.3 requires redevelopment of existing commercial sites to include attractive sign design and higher-quality sign materials and attractive colors, minimizing bright franchise colors. Further, Community Character Element Policy 16 "discourages franchise and prototype architecture and signage".

2. Appropriate relationship of the proposed building to its site, including transition with streetscape, public views of the buildings, and scale of buildings within its site and

COMMUNITY & ECONOMIC DEVELOPMENT
www.cityofpleasantonca.gov

P. O. BOX 520 · 200 Old Bernal Avenue
 Pleasanton, CA 94566-0802

Planning
 (925) 931-5600

Building & Safety
 (925) 931-5300

Code Enforcement
 (925) 931-5620

Permit Center
 (925) 931-5630

Traffic Engineering
 (925) 931-5677

adjoining buildings;

The proposed canopy color band is disproportionately large (63.8% of canopy height), which changes the perceived scale and emphasis of the canopy when viewed from the public right-of-way. Rather than providing a balanced architectural feature that transitions appropriately with the streetscape at a Downtown gateway, the canopy reads as a dominant graphic/branding element, which is also discouraged by General Plan Community Character Element Policy 16. This results in an inappropriate relationship to the site and public views along the corridor.

3. Appropriate relationship of the proposed building and its site to adjoining areas, including compatibility of architectural styles, harmony in adjoining buildings, attractive landscape transitions, and consistency with neighborhood character;

At this Downtown entry location, the project should contribute to a cohesive, context-sensitive character. The dominant franchise color treatment is not compatible with a locally integrated architectural approach and does not promote harmony with surrounding development patterns that rely on architectural form and materials rather than large-format franchise color fields. Accordingly, the proposal is not consistent with the intended neighborhood/Downtown character.

4. Preservation of views enjoyed by residents, workers within the city, and passersby through the community;

Because the site is part of a gateway into Downtown, views from public streets are particularly important. The oversized color band draws attention away from building form, materials, and the broader streetscape composition, visually interrupting the quality of views experienced by passersby. The design therefore does not adequately preserve the visual experience along this Downtown approach.

5. Landscaping designed to enhance architectural features, strengthen vistas, provide shade, and conform to established streetscape;

The proposed canopy treatment relies primarily on a dominant color field rather than architectural design that can be complemented by landscaping and streetscape elements. By emphasizing franchise color over integrated architectural composition, the canopy diminishes the ability for landscaping to serve its intended role—enhancing architectural features and strengthening the gateway streetscape. The proposal does not demonstrate a design approach where landscaping and architecture work together to reinforce an established Downtown entry character.

6. Relationship of exterior lighting to its surroundings and to the building and adjoining landscape;

The north and west sides of the canopy are non-illuminated. The west side of the property is adjacent to residential uses, as such the proposed illumination is appropriate for the site.

7. Architectural style, as a function of its quality of design and relationship to its surroundings; the relationship of building components to one another/the building's colors and materials; and the design attention given to mechanical equipment or other utility hardware on roof, ground or buildings;

The proposed canopy composition is not a balanced architectural expression because the color band occupies 63.8% of the canopy height, making color the primary defining feature rather than the relationship of architectural components and materials. This conflicts with staff's supported design direction (band $\leq 50\%$) that was intended to maintain a more proportionate, higher-quality appearance consistent with the existing/previous canopy design and the Downtown entry context. The disproportionate band undermines architectural quality and the cohesive relationship of building components, colors, and materials.

8. Integration of signs as part of the architectural concept; and

The canopy color band functions as a large-format branding device rather than an element integrated into the overall architectural concept. Given its size, the color band is not consistent with the intent of integrated sign design. Staff's support was explicitly tied to limiting the band to 50% or less to ensure the canopy remained an architectural element with subordinate branding; the proposal does not meet that integration threshold. General Plan Community Character Element Policy 15, Program 15.3 requires redevelopment of existing commercial sites to include attractive sign design and higher-quality sign materials and attractive colors, minimizing bright franchise colors. Further, Community Character Element Policy 16 "discourages franchise and prototype architecture and signage". The signage as proposed does not meet the requirements and intent of the General Plan.

9. Architectural concept of miscellaneous structures, street furniture, public art in relationship to the site and landscape.

As a Downtown entryway location, the site's overall public realm experience depends on cohesive design among building features and streetscape elements. The proposed canopy's dominant franchise color band does not contribute to a coordinated architectural concept that complements the surrounding public realm character; instead it introduces a prototype-like visual emphasis that competes with, rather than reinforces, the broader streetscape composition.

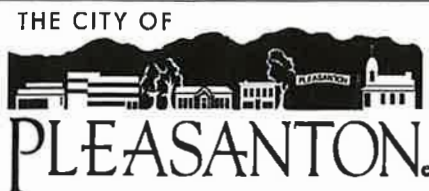
Any interested party may file an appeal of this action within 10 days of the date of action. Therefore, denial of the Sign Design Review will become effective on **March 7, 2025**, unless appealed prior to that time.

If you have questions, please feel free to contact me at ecarroll@cityofpleasantonca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Carroll". The signature is fluid and cursive, with the first name "Emily" and last name "Carroll" clearly distinguishable.

Emily Carroll, AICP
Associate Planner



Community Development Department | Planning Division 200 Old Bernal Ave. | P.O. Box 520, Pleasanton, CA 94566
925-931-5600 | pod@cityofpleasantonca.gov

2025 APPLICATION FOR DEVELOPMENT REVIEW

CHECK TYPE OF APPLICATION(S)

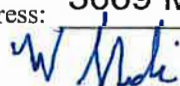
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|---|---|---|
| ☐ Administrative Design Review (\$345)
☒ Appeal (of Case P25-0300) (\$345)
☐ Beekeeping (\$207)
☐ Condominium Conversion (\$3,807)
<u>Design Review</u>
☐ Minor job value < \$25,000 (\$345)
☐ Major job value ≥ \$25,000 (\$2,276)
<u>Environmental (CEQA) Fees</u>
☐ Staff review of Consultant Work (25% of consultant costs)
☐ <u>2025 CEQA Filing Fees</u> (CEQA Doc.: _____)
☐ General Plan Amendment (\$20,509)
<u>Home Occupation/Cottage Foods</u>
☐ Non-exempt – no hearing (\$138)
☐ Non-exempt – with hearing (\$345)
<u>Housing Site Compliance Review</u>
☐ 50 units or less (\$9,465)
☐ 51 units or more (\$10,415)
☐ Lot-Line Adjustment (\$593)
☐ Outdoor Dining/Display (\$193)
☐ Over-height Fence Permit (\$34) | ☐ PC Determination (\$2,069)
<u>Preliminary Review</u>
☐ SB 330 (\$1,518)
☐ With Hearing (\$2,000)
<u>PUD (Planned Unit Development)</u>
Residential -
☐ 1 unit (\$4,138)
☐ 2-5 units (\$10,344)
☐ 6-15 units (\$20,688)
☐ 16+ units (\$27,584)
Commercial
☐ 0-20,000 sq ft (\$4,138)
☐ 20,001-60,000 sq ft (\$10,344)
☐ 60,001-100,000 sq ft (\$20,688)
☐ 100,001+ sq ft (\$27,584)
<u>PUD Modifications</u>
☐ Minor existing residential (\$138)
☐ Minor (\$690)
☐ Major (\$2,758)
<u>Rezoning</u>
☐ without PUD (\$16,950)
☐ with PUD (\$2,758) | ☐ Sign Design Review (\$483)
☐ Specific Plan/Specific Plan Amend. (min. 25% of consultant fee) (\$2,633)
<u>Small Wireless Facility</u>
☐ Public ROW (\$4,348)
☐ Private Property (\$4,088)
☐ Pole Lic. Agreement (\$303)
<u>Subdivision Map</u>
☐ Tentative Tract Map (\$6,400)
☐ Minor Subdivision (\$690)
<u>Use Permits</u>
☐ Conditional (\$1,034)
☐ Minor Conditional (\$690)
☐ Pets (\$276)
☐ Temporary Conditional (\$193)
☐ Administrative Temporary (\$34)
<u>Variance</u>
☐ General (\$3,117)
☐ Developed Residential Lot (\$690)
☐ Other _____ |
|---|---|---|

Refer to the appropriate [Informational Handouts](#) for required submittal information that must accompany this application.

REQUIRED INFORMATION

- A. Project Address(es): 4191 First Street
- B. Assessor's Parcel Number(s): 94-110-12-6
- C. Description of Proposal: rebrand of 76 service station to Shell Gasoline, and Circle K Market to FastFill Market.
At original submittal of this project, the proposed rebrand was to be 76 to Sunoco Gasoline

D. **PROPERTY OWNER:** In signing this application, I, as the property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during the appeal period. I certify that the information and exhibits submitted are true and correct.

Name: Mike Ahmadi Telephone: 925-979-0560
 Company: GAWFCO E-mail: mikea@cafuelsupply.com
 Mailing Address: 3669 Mount Diablo Blvd, Lafayette Ca 94549
 Signature:  Date: 3/5/26

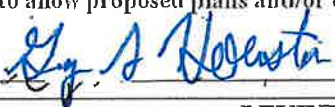
E. **OWNERS ASSOCIATION:** Is the property subject to the rules or guidelines of a homeowners or business owners association?

- o Yes (include the associations response and contact information – name, phone number, email, & mailing address).
- o No
- o The HOA/business owner's association does not review any proposed construction projects or use changes.

F. **APPLICANT OTHER THAN PROPERTY OWNER:** In signing this application, I, as the applicant, represent to have obtained authorization from the property owner to file this application. I agree to be bound by conditions of approval, subject only to the right to object at the hearings on the application or during the appeal period. If this application has not been signed by the property owner, I have attached separate documentation of full legal capacity to file the application. I certify that the information and exhibits submitted are true and correct.

Name: Guy Houston Telephone: 925-487-5839
Company: California Gold Advocacy Group E-mail: guyhouston@sbcglobal.net
Address: 6300 Village Parkway Suite 200 Dublin CA 94568
Signature: _____ Date: 9/2/25

I, the copyright owner, consent to allow proposed plans and/or documents to be digitally shared with members of the public upon inquiry.

Signature:  Date: 3-5-26

LEVINE ACT

SB 1439 California Levine Act Disclosure Statement Cal. Govt. Code § 84308

INSTRUCTIONS

California Government Code Section 84308, most recently amended by Senate Bill 1439, and commonly referred to as the "Levine Act", prohibits a local elected official or appointed board or commission official from participating in any action related to a contributor's contract, license, permit, or use entitlement if the official receives any campaign contributions totaling more than \$250 within the twelve (12) months prior to the City decision, and for twelve (12) months following the date a final decision has been made, from the party, participants, or agendas in the proceeding. The Levine Act /SB 1439 also requires a member of the Pleasanton City Council or quasi-judicial Pleasanton Boards or Commissions who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Members of the Pleasanton City Council can be found here <https://www.cityofpleasantonca.gov/our-government/mayor-city-council/> and are as follows:

Mayor Jack Balch
Vice Mayor Jeff Nibert (District 1)
Councilmember Craig Eicher (District 2)
Councilmember Julie Testa (District 3)
Councilmember Matt Gaidos (District 4)

A complete list of boards and commissions can be found here: <https://www.cityofpleasantonca.gov/our-government/boards-commissions/>.

Parties, participants, or agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City Board or Commission are responsible for accessing the above link to review the names prior to completing this form in advance of the proceeding.

DEFINITIONS

"License, Permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises. Cal. Gov. Code §84308(a)(5). The FPPC interprets "competitively bid" contracts to apply only when bidders submit fixed amounts in their bids and the City is required to select the lowest qualified bidder with no discretion in awarding the contract.

"Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for us. Cal. Govt. Code §84308(a)(1).

"Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the City of Pleasanton, testifies in person before the City, or otherwise acts to influence officers of the City. Cal Govt. Code §84308(a)(2).

SB 1439 California Levine Act Disclosure Statement Cal. Govt. Code § 84308

The Levine Act requires a Party in a proceeding pending before the City of Pleasanton that involves any action related to their contract, license, permit, or use entitlement to disclose any campaign contributions to City elected or appointed officials totaling more than \$250 within the twelve (12) months prior to the City decision. A Participant in such a proceeding may voluntarily report a campaign contribution on this form.

Have you or your company/organization, or any agent on behalf of you or your company/organization, made campaign contributions totaling more than \$250 to any Pleasanton City Council Member, or to any Member of a Quasi-Judicial Pleasanton Board or Commission, in the 12 months preceding the anticipated date of any Council or Quasi-Judicial Board or Commission action related to this license, permit, or other use entitlement? *Note: Answering yes does not preclude the Pleasanton City Council or Pleasanton Quasi-Judicial Boards or Commissions from acting on the license, permit, or other use entitlement. It does, however, preclude the identified Council Member(s) or Board or Commission Member(s) from participating in the actions.*

☐ YES: Complete the information below.

☒ NO

City Council/Quasi-Judicial City Board/Commission: _____

Council Member(s)/City Board/Commission Member(s): _____

Brief agenda description (e.g., contract, license, permit, use entitlement): _____

Meeting Date: _____ Agenda item number: _____

VERIFICATION

I have used all reasonable diligence in preparing this Disclosure Statement. I have reviewed this Disclosure Statement and to the best of my knowledge the information contained in this statement is true and complete. I declare under penalty of the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Individual: Guy S Houston Date: 3-5-26

Name of Authorized Individual (Print): Guy S Houston

Name of Company/Organization: California Gold Advocacy Group

Narrative -

Letter of Appeal of Decision – February 5, 2026

File P25-0300

Applicant Guy S. Houston, acting on behalf of GAWFCO, principal/owner of property at 4191 First Street, Pleasanton, appeals the decision of the Community Development Director in denying the application for rebranding of the current 76 Gas Station to Shell. The appeal is based that the decision by the Community Development Director is arbitrary and was made without regard for the many compromises and efforts to comply made by the applicant.

Attachments:

Exhibit 1- Original Application September 2, 2025

Exhibit 2- Original Sunoco Application Artwork

Exhibit 3- Shell Application

Historical Reference:

This application was first filed with the City of Pleasanton on September 2, 2025 (see original application form).

On September 16, 2025 this email was sent to applicant's representative.

On Tuesday, September 16, 2025 at 10:58:59 AM PDT, Melinda Denis
<mdenis@cityofpleasantonca.gov> wrote:

Good morning Guy,

Thank you for the submittal of the Sign Design Review for the rebranding of the existing 76 Gas Station to Sunoco Gas Station, located on property at 4191 First Street. Due to the existing Council interest in the Gulf Gas Station across the intersection, I completed the staff review on the current Sunoco Gas Station signage, in collaboration with our Director of Community & Economic Development, Ellen Clark. I'm happy to meet with you in person, virtually or over the phone to discuss our comments in more detail as needed. Our goal is to provide clear design direction to your team with the intent of approving the Sign Design Review at staff level

1. Building Sign 1: Staff is supportive of design as proposed.
2. Building Sign 2: Staff is supportive of design as proposed.
3. MID 1: Staff is supportive of design as proposed.
4. MID 2: Staff is supportive of design as proposed
5. Canopy: Staff recommends the following design modifications:

1/3

- a. Replace the 'Sunoco Blue' color on the canopy with 'Sunoco Light Gray' on all four sides. The intent is to be consistent with the existing canopy design, which is predominantly a light gray and/or white background with two logos and orange accent stripe.
 - b. 'Sunoco Light Blue' band/accent stripe at lower portion of canopy is ok as proposed on all four sides.
 - c. Remove the 'Arrow Fixture' signage from all columns.
 - d. Remove the 'Column Mount POP' signs from canopy columns.
 - e. Brick canopy columns to remain and paint using 'Sunoco Light Gray'.
 - f. Canopy logo details (sign no. 6) and canopy letter details (sign nos. 7, 8 and 9) are ok as proposed.
6. Dispensers 9: Staff is supportive of design as proposed.

I have attached a mark-up of our comments for your reference. If your client is amenable to the proposed design recommendations, please revise sheets 6 and 7 of the sign package and email directly to myself and Emily Carroll for review and processing.

Thank you very much,

Melinda

Applicant's representative went back to the Sunoco Brand and received the following instructions, my response to Staff on October 19, 2025 was:

Melinda/Eric/Emily,

Sorry it has taken so long; it took a month to make the adjustments and changes on my end with the various subs and contractors involved.

Please see attached our revision to your comment letter dated September 16, 2025. We have made the following adjustments:

- 5a. Retained the Sunoco Blue color on the canopy. This is the corporate canopy design and wish to go forward with that color scheme.
- 5C & D. Removed the Arrow Fixture Signage and the column Mount POP signs from the canopy columns.

All of your other comments were supportive of our original designs.

Please let me know when we can proceed to the City Council.

Perhaps this can be taken up the same time we go back to the City Council for the Gulf application which has been completed.

Guy Houston
c) 925-487-5839

213

In October 2025 there were other conversations with Staff and the basic message from them was they don't like the color blue, at least the Sunoco shade of blue. Applicant's representative told staff that with the several compromises made already, that the current request is reasonable, and we wish to proceed, with or without staff recommendation.

There was some back and forth in November, Staff asking questions about illumination and articulation. No resolution.

In Mid-December, Applicant was called by the City Manager. After a thorough discussion, City Manager asked if I could go back one more time to the Applicant and Gas Brand to lessen the massing of the colors on the canopy.

Conversation with the Sunoco brand was unsuccessful, they would not permit their brand design to be altered.

Owner decided, at much time and expense, to change brands to Shell and resubmit the package. On January 15, 2026 the new design was submitted. The color band on the Canopy was the primary color yellow and occupied 66% of the Canopy, versus the 100% for the previous Sunoco application.

On January 23rd, response back from Planner Emily Carroll

Hi Guy,

I apologize, this email was in my draft box!

Thank you for allowing time to review. Would it be possible to reduce the size of the yellow stripe, so that the effect is 2/3 white band, 1/3 color band? The existing canopy signage is about 25% bright brand color.

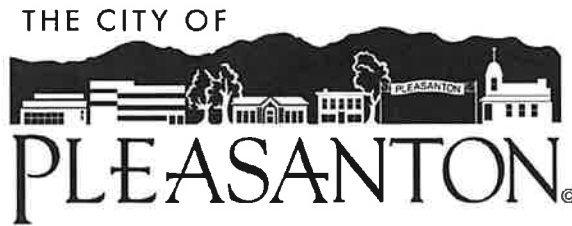
Take care,
Emily

The next step from the City was to ask for 50% white and 50% color. An impasse was declared, and Applicant's Representative asked to proceed, with or without staff support.

Denial letter was received dated February 25th, 2026.

Applicant is appealing this decision and requests the Planning Commission and City Council to approve the current plan for the Shell brand. A copy of the previous submission (Sunoco) and the current submission (Shell) is attached for review. The owner of the property wants to make substantial investment in the property to enhance viability of the business and be an asset to the community, please support his efforts.

3/3



February 25, 2026

VIA Email:
guyhouston@sbcglobal.net

Guy Houston
California Gold Advocacy Group
6300 Village Parkway
Suite 200
Dublin, CA 94568

Subject: P25-0300, Gas Station Monument, Wall, Canopy Signage
4191 First Street
Effective Date: March 7, 2026

Dear Mr. Houston:

The City of Pleasanton has completed its Sign Design Review procedure for your proposal to install new monument, wall, and canopy signage as part of a gas station rebranding for Shell Gas Station located at 4191 First Street.

Your application has been **denied**, subject to the following review criteria outlined in Pleasanton Municipal Code Section 18.20.030:

1. Preservation of the natural beauty of the city and the project site's relationship to it;

The project site is located at a prominent entryway to Downtown, where the visual character of the streetscape contributes to the City's community identity. The proposed canopy design creates an overly brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. General Plan Community Character Element Policy 15, Program 15.3 requires redevelopment of existing commercial sites to include attractive sign design and higher-quality sign materials and attractive colors, minimizing bright franchise colors. Further, Community Character Element Policy 16 "discourages franchise and prototype architecture and signage".

2. Appropriate relationship of the proposed building to its site, including transition with streetscape, public views of the buildings, and scale of buildings within its site and

COMMUNITY & ECONOMIC DEVELOPMENT
www.cityofpleasantonca.gov

P. O. BOX 520 · 200 Old Bernal Avenue
Pleasanton, CA 94566-0802

Planning
(925) 931-5600

Building & Safety
(925) 931-5300

Code Enforcement
(925) 931-5620

Permit Center
(925) 931-5630

Traffic Engineering
(925) 931-5677

adjoining buildings;

The proposed canopy color band is disproportionately large (63.8% of canopy height), which changes the perceived scale and emphasis of the canopy when viewed from the public right-of-way. Rather than providing a balanced architectural feature that transitions appropriately with the streetscape at a Downtown gateway, the canopy reads as a dominant graphic/branding element, which is also discouraged by General Plan Community Character Element Policy 16. This results in an inappropriate relationship to the site and public views along the corridor.

3. Appropriate relationship of the proposed building and its site to adjoining areas, including compatibility of architectural styles, harmony in adjoining buildings, attractive landscape transitions, and consistency with neighborhood character;

At this Downtown entry location, the project should contribute to a cohesive, context-sensitive character. The dominant franchise color treatment is not compatible with a locally integrated architectural approach and does not promote harmony with surrounding development patterns that rely on architectural form and materials rather than large-format franchise color fields. Accordingly, the proposal is not consistent with the intended neighborhood/Downtown character.

4. Preservation of views enjoyed by residents, workers within the city, and passersby through the community;

Because the site is part of a gateway into Downtown, views from public streets are particularly important. The oversized color band draws attention away from building form, materials, and the broader streetscape composition, visually interrupting the quality of views experienced by passersby. The design therefore does not adequately preserve the visual experience along this Downtown approach.

5. Landscaping designed to enhance architectural features, strengthen vistas, provide shade, and conform to established streetscape;

The proposed canopy treatment relies primarily on a dominant color field rather than architectural design that can be complemented by landscaping and streetscape elements. By emphasizing franchise color over integrated architectural composition, the canopy diminishes the ability for landscaping to serve its intended role—enhancing architectural features and strengthening the gateway streetscape. The proposal does not demonstrate a design approach where landscaping and architecture work together to reinforce an established Downtown entry character.

6. Relationship of exterior lighting to its surroundings and to the building and adjoining landscape;

The north and west sides of the canopy are non-illuminated. The west side of the property is adjacent to residential uses, as such the proposed illumination is appropriate for the site.

7. Architectural style, as a function of its quality of design and relationship to its surroundings; the relationship of building components to one another/the building's colors and materials; and the design attention given to mechanical equipment or other utility hardware on roof, ground or buildings;

The proposed canopy composition is not a balanced architectural expression because the color band occupies 63.8% of the canopy height, making color the primary defining feature rather than the relationship of architectural components and materials. This conflicts with staff's supported design direction (band $\leq 50\%$) that was intended to maintain a more proportionate, higher-quality appearance consistent with the existing/previous canopy design and the Downtown entry context. The disproportionate band undermines architectural quality and the cohesive relationship of building components, colors, and materials.

8. Integration of signs as part of the architectural concept; and

The canopy color band functions as a large-format branding device rather than an element integrated into the overall architectural concept. Given its size, the color band is not consistent with the intent of integrated sign design. Staff's support was explicitly tied to limiting the band to 50% or less to ensure the canopy remained an architectural element with subordinate branding; the proposal does not meet that integration threshold. General Plan Community Character Element Policy 15, Program 15.3 requires redevelopment of existing commercial sites to include attractive sign design and higher-quality sign materials and attractive colors, minimizing bright franchise colors. Further, Community Character Element Policy 16 "discourages franchise and prototype architecture and signage". The signage as proposed does not meet the requirements and intent of the General Plan.

9. Architectural concept of miscellaneous structures, street furniture, public art in relationship to the site and landscape.

As a Downtown entryway location, the site's overall public realm experience depends on cohesive design among building features and streetscape elements. The proposed canopy's dominant franchise color band does not contribute to a coordinated architectural concept that complements the surrounding public realm character; instead it introduces a prototype-like visual emphasis that competes with, rather than reinforces, the broader streetscape composition.

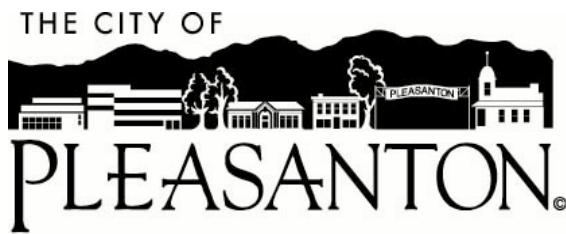
Any interested party may file an appeal of this action within 10 days of the date of action. Therefore, denial of the Sign Design Review will become effective on **March 7, 2025**, unless appealed prior to that time.

If you have questions, please feel free to contact me at ecarroll@cityofpleasantonca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Carroll". The signature is fluid and cursive, with the first name "Emily" and last name "Carroll" clearly distinguishable.

Emily Carroll, AICP
Associate Planner



Planning Commission Agenda Report

May 13, 2026

Item XX

SUBJECT: P25-0300

APPLICANT: Guy Houston

PROPERTY OWNER: Mike Ahmadi, GAWFCO Enterprises, LLC

PURPOSE: Appeal of the Zoning Administrator's denial of an application for Sign Design Review to rebrand an existing 76 Gas Station and Circle K Market to a Shell Gasoline Station and FastFill Market

LOCATION: 4191 First Street

GENERAL PLAN: Retail/Highway/Service Commercial Business and Professional Offices

ZONING: C-C Commercial Central District

**DOWNTOWN
SPECIFIC PLAN:** Downtown Commercial

EXHIBITS:

- A. Draft Resolution
- B. Denial Letter dated February 25, 2026
- C. Appeal materials submitted by applicant on March 5, 2026, including narrative and project plans
- D. Location and Notification Map

STAFF RECOMMENDATION

Staff recommends that the Planning Commission deny the appeal and uphold the Zoning Administrator's denial of Case No. P25-0300, based on the findings in Exhibit A.

EXECUTIVE SUMMARY

On September 2, 2025, the applicant requested review of a Sign Design Review (SDR) application to allow for the installation of new monument, wall, canopy, and pump signage as part of a gas station rebranding for a Shell gasoline station located at 4191 First Street (former 76 Gas Station). In the absence of an approved master sign program, the requested signage

changes require SDR approval. The Zoning Administrator denied the SDR application (P25-0300) on February 25, 2026. The applicant filed an appeal on March 5, 2026, pursuant to Pleasanton Municipal Code (PMC) Section 18.144. The application is therefore before the Planning Commission for de novo consideration, whereby the Commission is tasked with evaluating the application afresh, as if the Zoning Administrator had never taken action. The Planning Commission may uphold the denial or approve the SDR with or without modifications.

SITE AND AREA DESCRIPTION

The subject site is an approximately 0.5-acre parcel located at the intersection of First Street and Ray Street/Vineyard Avenue. The site contains a gas station and a convenience market (shown in Figure 1). Access to the site is provided along the First Street and Ray Street frontages. Adjacent uses to the site include detached single-family homes and office buildings to the west along Ray Street, commercial tenant spaces to the north along First Street, residential to the east along Vineyard Avenue and a variety of commercial uses to the south along First Street (shown in Figure 1).

Figure 1: Aerial of the Site and Surrounding Area



BACKGROUND

Design Review Process

The PMC Section 18.20.010.B.7. (Design Review) specifies the City's Zoning Administrator shall review and make decisions regarding all signs.

Determinations on signs are typically made in one of two ways:

1. Conformance with an approved master sign program; or
2. Sign Design Review.

Master Sign Program

If a sign is proposed within a project area with an approved master sign program (e.g., a shopping center, office/business park, corporate headquarters/campus, etc.), the Zoning Administrator reviews the proposed signage against the criteria specified in the master sign program. If the proposed signage meets the criteria, the proposed signage is approved ministerially and any required construction permits may be applied for by the applicant. If the proposed signage is found not to conform to the approved master sign program, it is rejected by the Zoning Administrator, and the applicant is directed to correct the deficiencies prior.

Sign Design Review

If the sign is not in a project area subject to an approved master sign program, then as part of the SDR process, the Zoning Administrator evaluates the proposed signage against the following standards prior to making a determination:

1. Any applicable General Plan policies, specifically:
 - Community Character Element Policy 15, Program 15.3:
 - Attractive sign design and higher quality sign materials
 - Attractive colors, minimizing bright franchise colors
 - Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage".
2. Any applicable Design Guidelines (such as the Downtown Design Guidelines) and, for signs on Main Street, standards in the Downtown Revitalization District Ordinance (PMC Chapter 18.74).
3. Any applicable provisions specified in PMC Section 18.96 (Signs).

The City's Sign Ordinance includes basic parameters as to the amount, size, placement and lighting of signs (with such standards varying by Zoning District), but lacks strict, objective design parameters in many respects, particularly with regard to aesthetics (e.g., colors, materials, permissible lighting levels, amount of branding vs. non-branding components, etc.).

Staff provides feedback to applicants through the review process, with comments taking into account factors such as the location and visibility of the site, existing signage/sign conditions, and design/character of the buildings or structures on which the signage is being placed, nature of the use for which the signage is proposed, and character, type, and proximity of adjacent uses. The City must also consider the reasonable expectation or First Amendment right that a business may wish or be entitled to use its corporate colors, business identification, or branding as part of its signage program.

ZONING ADMINISTRATOR ACTION

On September 2, 2025, Guy Houston, on behalf of the owners of the gas station at 4191 First Street, submitted a Sign Design Review application for signage modifications as part of a rebranding process from the former 76 Gas Station to a new Sunoco Gas Station. The scope of work also included replacing much of the dead landscaping and removing outdated structures like the propane tank holders, bollards, etc.

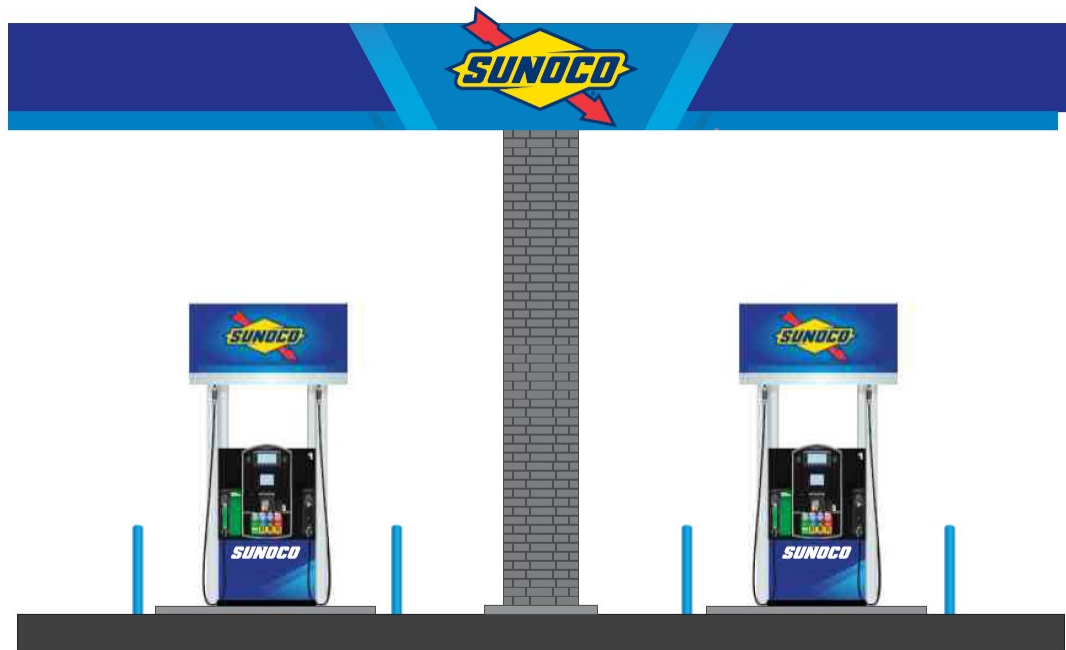
On September 16, 2025, the application was deemed incomplete. While staff indicated general support for the applicant's intent to upgrade and improve the appearance of the project site,

comments requested that the percentage/intensity of blue the franchise branding colors be reduced in order to be consistent with the existing 76 Gas Station canopy design, which features approximately 25 percent orange franchise branding colors. See Figure 2 for the existing canopy design and Figure 3 for the design proposed with the September 2025 proposal.

Figure 2: Previous 76 Branded canopy



Figure 3: Canopy Design Proposed with September 2025 Application



Over the course of the following weeks, staff communicated with the applicant several times to review possible sign design options, lighting options, etc. The applicant decided to switch brands from Sunoco to Shell.

After switching brands to Shell Gasoline, the applicant resubmitted a sign package on January 15, 2026 (See Figure 3). This submittal included less franchise branding colors than the Sunoco design, which featured about 25 percent franchise branding color, but still featured a predominant amount of yellow and red franchise branding colors on the canopy (approximately 66 percent of the canopy fascia). As a compromise, staff reached out to the applicant to request that the franchise branding color bands be reduced such that franchise branding colors do not exceed 33 percent of the total canopy band fascia on each side of the canopy.

Figure 3: Shell Branding



The applicant was unwilling to further modify the canopy signage and requested that the Zoning Administrator take action on the application as proposed. As such, the Zoning Administrator issued a denial letter on February 25, 2026 (Exhibit B). Note that the Design Review findings were updated following the project submittal and Zoning Administrator denial. As such, the Zoning Administrator denial letter includes findings for the former Design Review criteria outline, whereas the resolution (Exhibit A) utilizes the updated Design Review findings. The applicant filed a timely appeal on March 5, 2026, pursuant to PMC Section 18.144.

ANALYSIS

As proposed, the signage fails to meet the intent of two General Plan policies:

- Community Character Element Policy 15, Program 15.3:
 - Attractive sign design and higher quality sign materials
 - Attractive colors, minimizing bright franchise colors
- Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage".

Moreover, the project site is located at a prominent entryway to Downtown, where the visual character of the streetscape contributes to the City's community identity. The Downtown Specific Plan states that "signage is a factor in the overall aesthetic of downtown's commercial district, and attractive signs can reinforce downtown's pedestrian scale and traditional design."

The proposed canopy design creates an overly franchise-brand-forward visual emphasis that detracts from the intended Downtown entry character and does not reinforce the site's relationship to the City's broader aesthetic context and natural/visual setting. The proposed canopy color band is disproportionately large (63.8 percent of the canopy height), altering the perceived scale and emphasis of the canopy when viewed from the public right-of-way. Rather than providing a balanced architectural feature that transitions appropriately with the streetscape at a Downtown gateway, the canopy reads as a dominant graphic/franchise branding element, which is also discouraged by General Plan Community Character Element Policy 16.

PUBLIC NOTICE

Notice of this application was sent to surrounding property owners and tenants within a 1,000-foot radius of the subject parcel, and it was published in the Valley Times newspaper on May 1, 2026. At the time this report was published, staff had not received any public comments.

ENVIRONMENTAL ASSESSMENT

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(5) and CEQA Guidelines Section 15270, which statutorily exempt projects that a public agency intends to deny. Therefore, no additional environmental review is required.

SUMMARY/CONCLUSION

As proposed, the Zoning Administrator found that the proposed SDR is not in keeping with other similar gas station signage design concepts throughout the City and is not consistent with the General Plan's sign policies. Therefore, staff recommends that the Planning Commission adopt a resolution upholding the Zoning Administrator's denial of Case No. P25-0300.

Staff Planner: Emily Carroll, Associate Planner, 925-931-5608 or ecarroll@cityofpleasantonca.gov

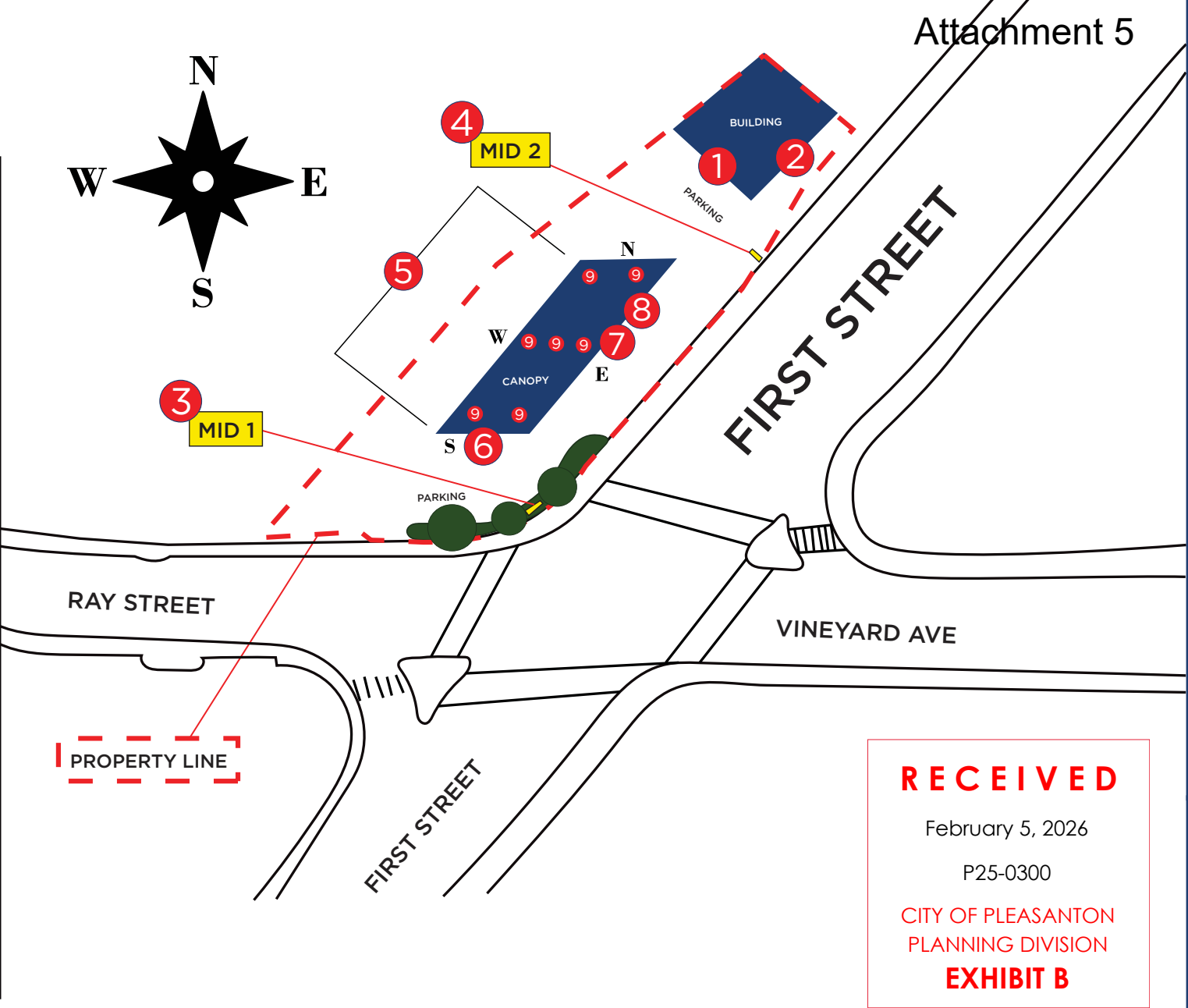
Reviewed/ Approved By:

Derek Farmer Assistant Director of Community and Economic Development and Planning Manager
Eric Luchini, Senior Planner
Katherine Wisinski, Assistant City Attorney

SITE OVERVIEW



AERIAL VIEW



SCOPE OF WORK

- Manufacture and install:
- **Building Sign:** Manufacture and install 2 signs with brand vinyl graphics on building.
 - **MID 1:** Reface existing price sign.
 - **MID 2:** Reface existing price sign.
 - **Canopy:** Complete branding with 2 Shell Pectens.
 - **Dispensers:** Install new dispensers and brand vinyl graphics.
 - **Under Canopy:** Install all the necessary elements to customize the space with Shell brand.

SIGNS	PROPOSED SQ. FT.
1 Building Sign 1	54'
2 Building Sign 2	24'
3 MID 1	45.33'
4 MID 2	16.44'
5 Canopy Details	18.04'
6 Dispensers Imaging	0'
Total Square footage = 157.81'	

ALL SIGNS ARE



This Sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and /or other applicable local codes. This includes proper grounding and bonding of the sign.

Signage shall be compliant with 2025 California Building Code, 2025 California Electrical Code, 2025 California Building Energy Efficiency Standards.

SIGNS AND THEIR POWER SOURCES SHALL BE LISTED IN ACCORDANCE WITH 600.3 AND 600.24 OF THE CEC
LOCATION OF DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6 & 600.6(A)(1)

SIGNS AND OUTLINE LIGHTING OUTLETS SHALL BE CALCULATED AT A MINIMUM OF 1200 VOLT-AMPERES FOR EACH REQUIRED BRANCH CIRCUIT SPECIFIED IN ARTICLE 600.5(A). 2022 CEC ART. 220.14(F)
METAL EQUIPMENT OF SIGNS SHALL BE GROUNDED BY CONNECTION TO THE EQUIPMENT GROUND CONDUCTOR IN ACCORDANCE WITH 600.7 OF THE CEC.



1250 S Wilson Way #E1
Stockton, CA. 95205
(209) 983-5023
FAX: (209)234-2384
C-45 #1003877
team@asignimage.com

DESIGNED BY:
Julio Vargas

CUSTOMER

NAME: SHELL
PHONE:
EMAIL:

PROJECT LOCATION

4191 FIRST STREET,
PLEASANTON, CA 94566

PROJECT OVERVIEW

- 1 Building Sign 1
- 2 Building Sign 2
- 3 MID 1
- 4 MID 2
- 5 Canopy Details
- 6 Dispensers (6)

REVISIONS

INITIAL DESIGN: 12/05/2025
1ST REVISION: 01/13/2026
2ND REVISION: 02/05/2026
3RD REVISION:
REVISIONS AFTER 3:

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CUSTOMER APPROVAL SIGNATURE

X

BUILDING SIGN

PROPOSED SQ.FT
54 SQ. FT.

1



1250 S Wilson Way #E1
Stockton, CA. 95205
(209) 983-5023
FAX: (209)234-2384
C-45 #1003877
team@aasignimage.com

DESIGNED BY:
Julio Vargas

CUSTOMER

NAME: SHELL
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PROJECT LOCATION

4191 FIRST STREET,
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- 1 Building Sign 1
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INITIAL DESIGN: 12/05/2025
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CUSTOMER APPROVAL SIGNATURE

X



- COLORS USED:
- Blue
 - 3M Scotchcal Translucent 3630-61 Slate Gray
 - 3M Scotchcal Translucent 3630-51 Silver Gray
 - 3M Scotchcal Translucent 3630-33 Red



EXISTING



PROPOSED

BUILDING SIGN

PROPOSED SQ.FT
24 SQ. FT.

2



1250 S Wilson Way #E1
Stockton, CA. 95205
(209) 983-5023
FAX: (209)234-2384
C-45 #1003877
team@aasignimage.com

DESIGNED BY:
Julio Vargas

CUSTOMER

NAME: SHELL
PHONE:
EMAIL:

PROJECT LOCATION

4191 FIRST STREET,
PLEASANTON, CA 94566

PROJECT OVERVIEW

- 1 Building Sign 1
- 2 Building Sign 2
- 3 MID 1
- 4 MID 2
- 5 Canopy Details
- 6 Dispensers (6)

REVISIONS

INITIAL DESIGN: 12/05/2025
1ST REVISION: 01/13/2026
2ND REVISION: 02/05/2026
3RD REVISION:
REVISIONS AFTER 3:

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CUSTOMER APPROVAL SIGNATURE

X



- COLORS USED:
- Blue
 - 3M Scotchcal Translucent 3630-61
Slate Gray
 - 3M Scotchcal Translucent 3630-51
Silver Gray
 - 3M Scotchcal Translucent 3630-33
Red



EXISTING



PROPOSED

PRIMARY MID SIGN

PROPOSED SQ.FT
45.33 SQ. FT.

3

Rendering
...for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to final engineering specifications and install drawings.



1250 S Wilson Way #E1
Stockton, CA. 95205
(209) 983-5023
FAX: (209)234-2384
C-45 #1003877
team@aaimage.com

DESIGNED BY:
Julio Vargas

CUSTOMER

NAME: SHELL
PHONE:
EMAIL:

PROJECT LOCATION

4191 FIRST STREET,
PLEASANTON, CA 94566

PROJECT OVERVIEW

- 1 Building Sign 1
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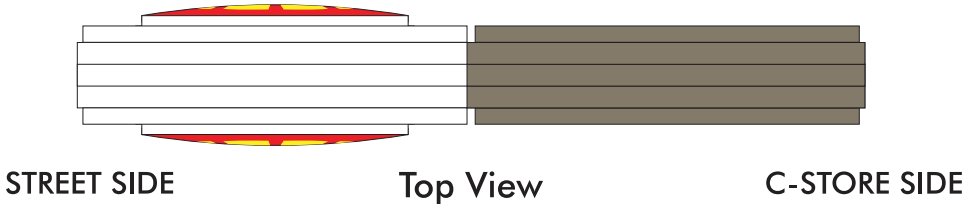
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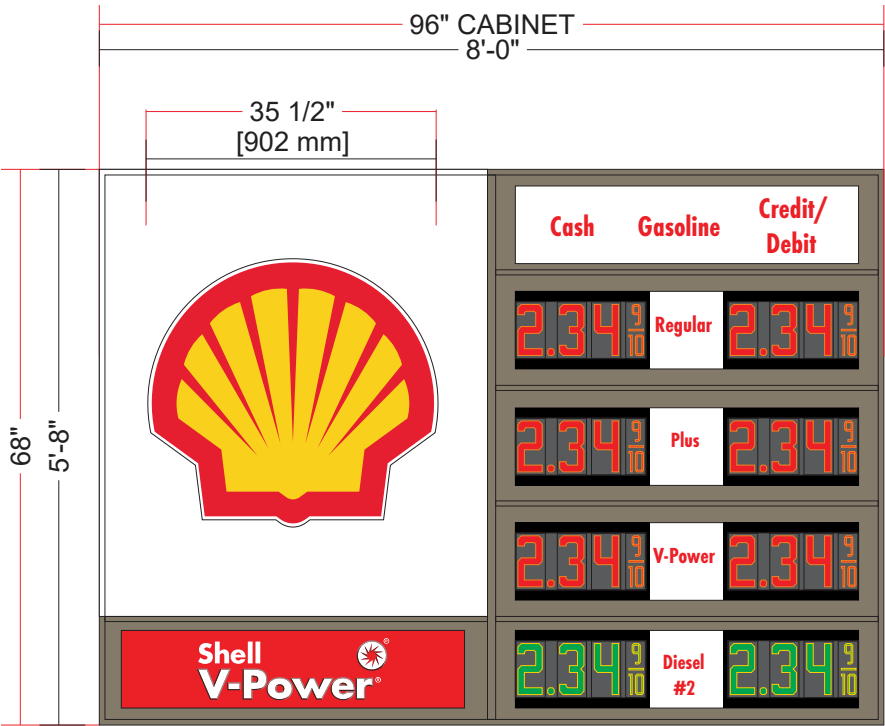
X

CUSTOM SHELL MVI 5X8
RETRO FIT KIT.

SHELL ID
DUAL PRICING CASH GASOLINE CREDIT/DEBIT- ABLE LEDS
REGULAR,PLUS,VPOWER, DIESEL #2



EXISTING SIGN



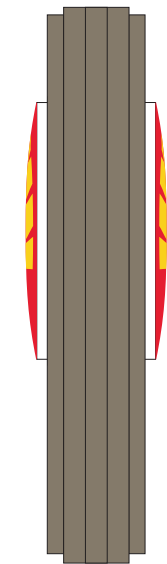
CABINET ELEVATION

6" LEDS

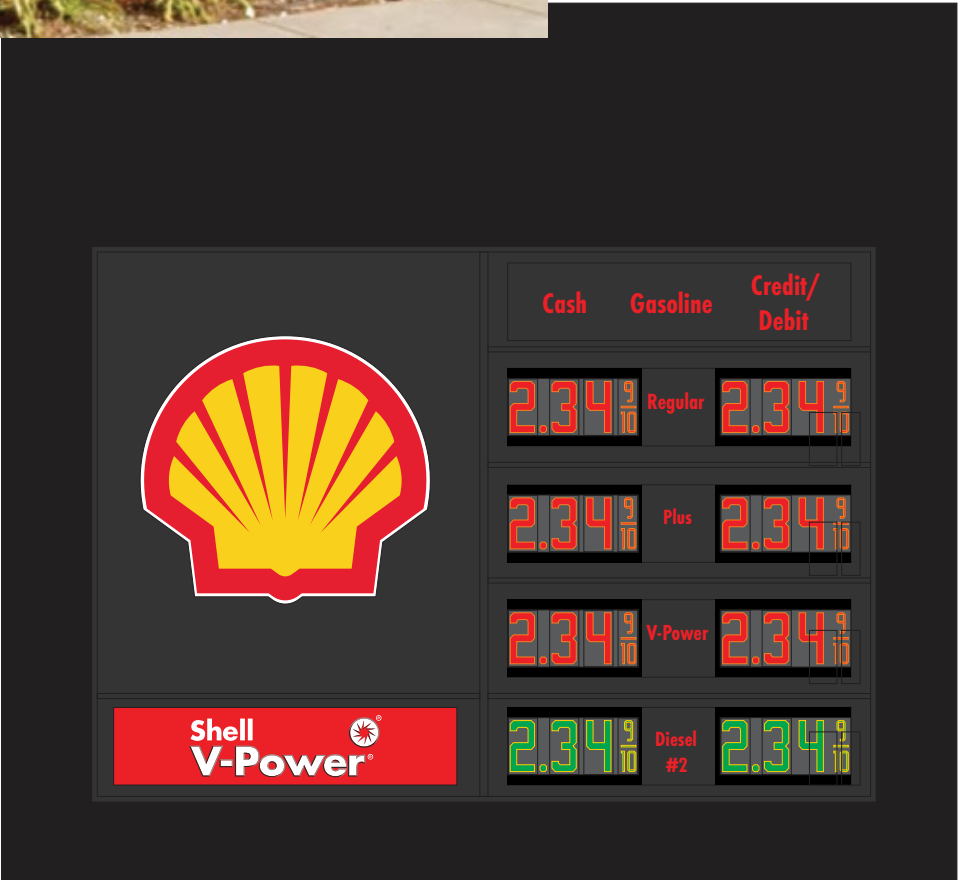
6" LEDS

6" LEDS

6" LEDS



SIDE VIEW



NIGHT VIEW

SECONDARY MID SIGN

4



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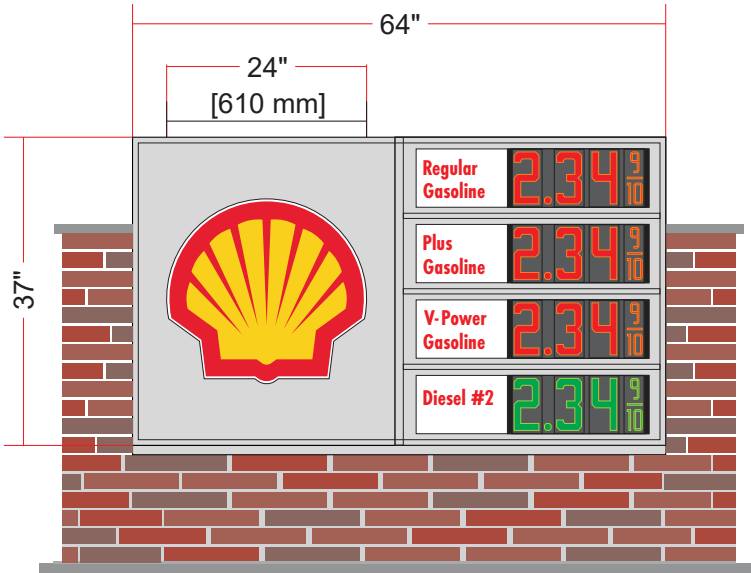
CUSTOMER APPROVAL SIGNATURE

X



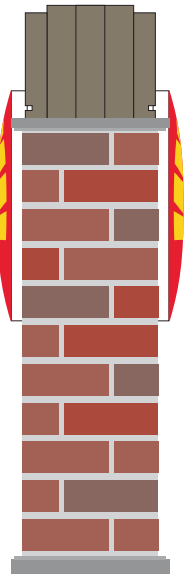
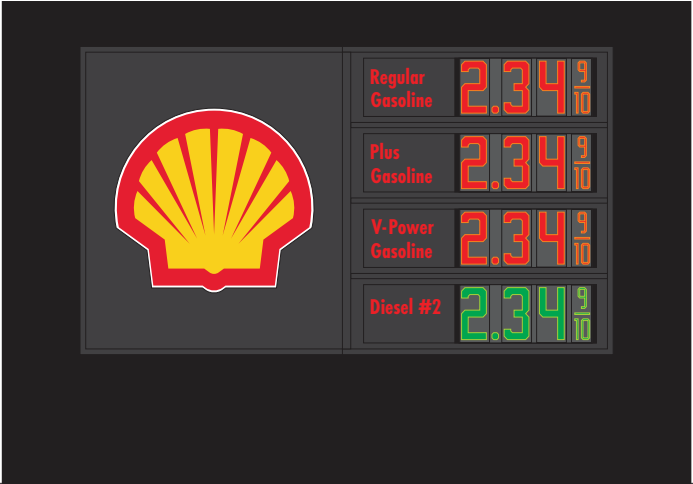
PROPOSED

DAY



CABINET ELEVATION

NIGHT



SIDE VIEW

PROPOSED SQ.FT
16.44 SQ. FT.

MUST FOLLOW CA STATE LAWS:

- Diesel must be displayed as "Diesel #2" amber yellow digits and slid
- "Regular Gasoline", "Plus Gasoline", "V-Power Gasoline", "Diesel #2", "Cash" and "Credit/Debit", must be 1/3 of the numeral height (but the final text/copy never needs to be more than 4" in height, regardless of numeral height).
- Required to have full 9/10
- ALL grades must be written out



EXISTING



PROPOSAL



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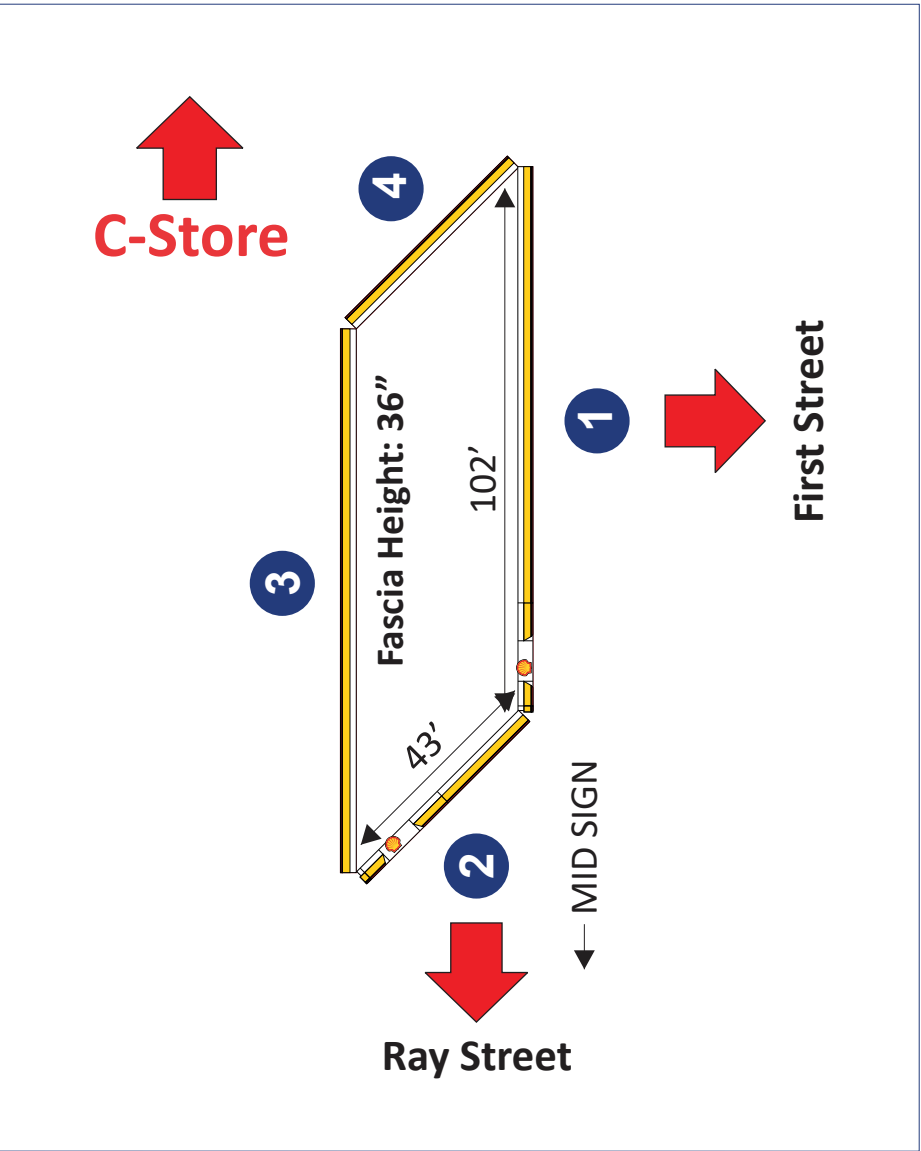
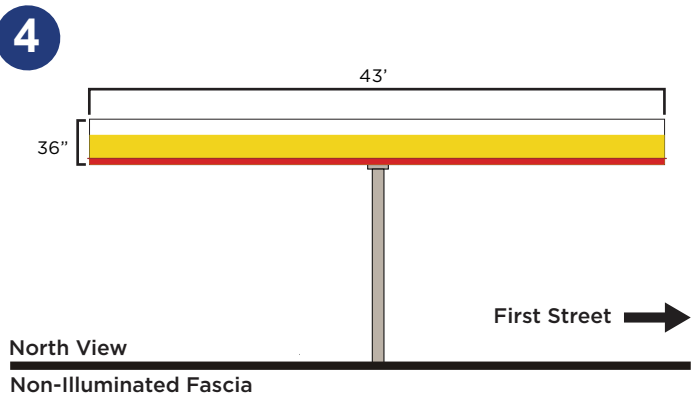
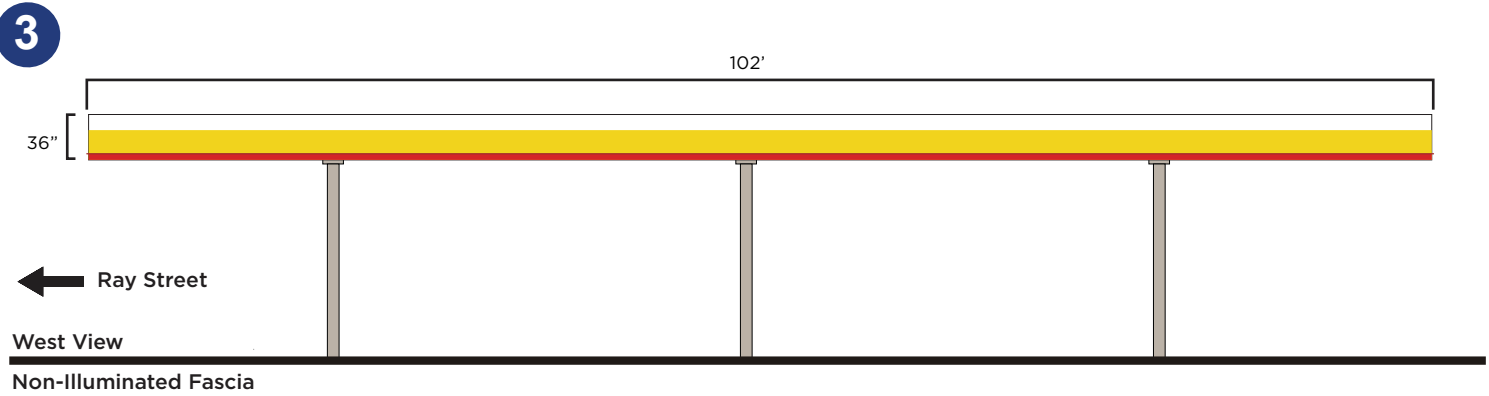
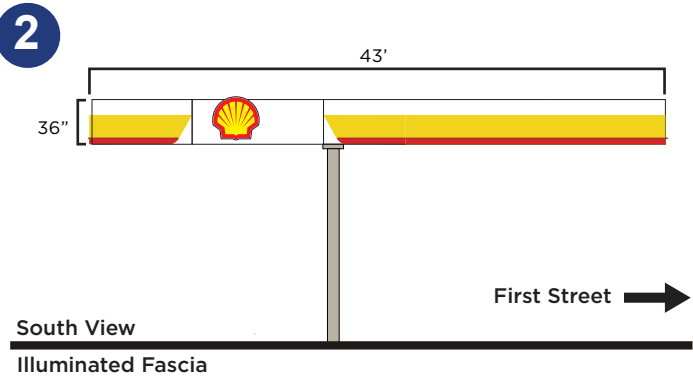
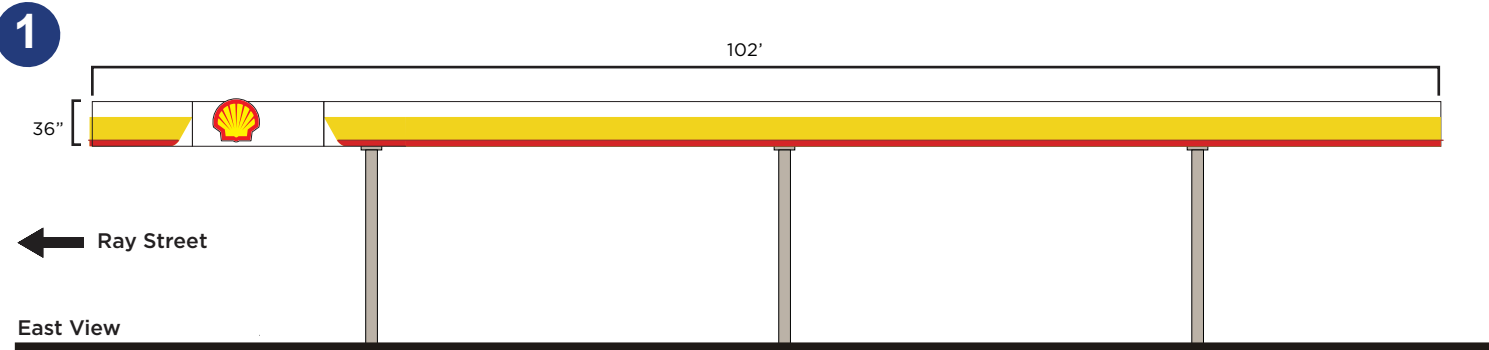
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CUSTOMER APPROVAL SIGNATURE

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CANOPY



Scope of Work:
Remove existing fascia and dispose.
Install 36" pre-imaged Shell fascia.
Fascia to be ILLUMINATED on East/South View.
Fascia to be FLAT NON-ILLUMINATED on West/North
Install Qty: 2 Shell Pecten.



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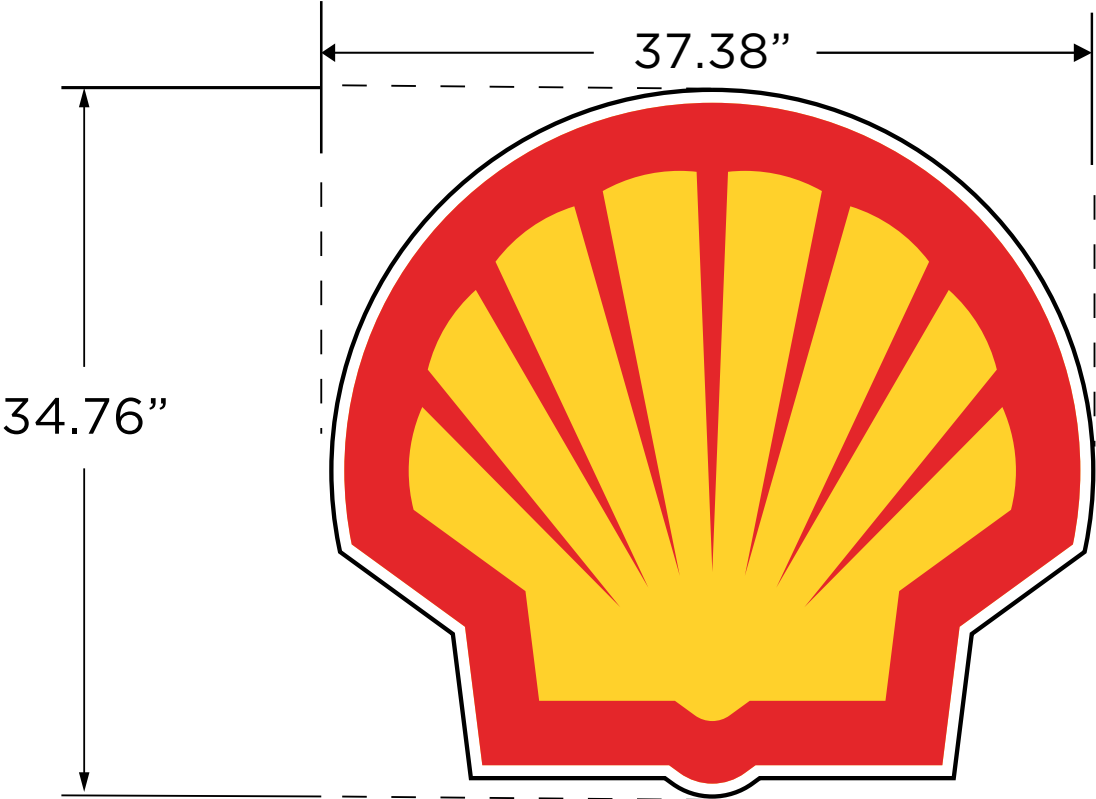
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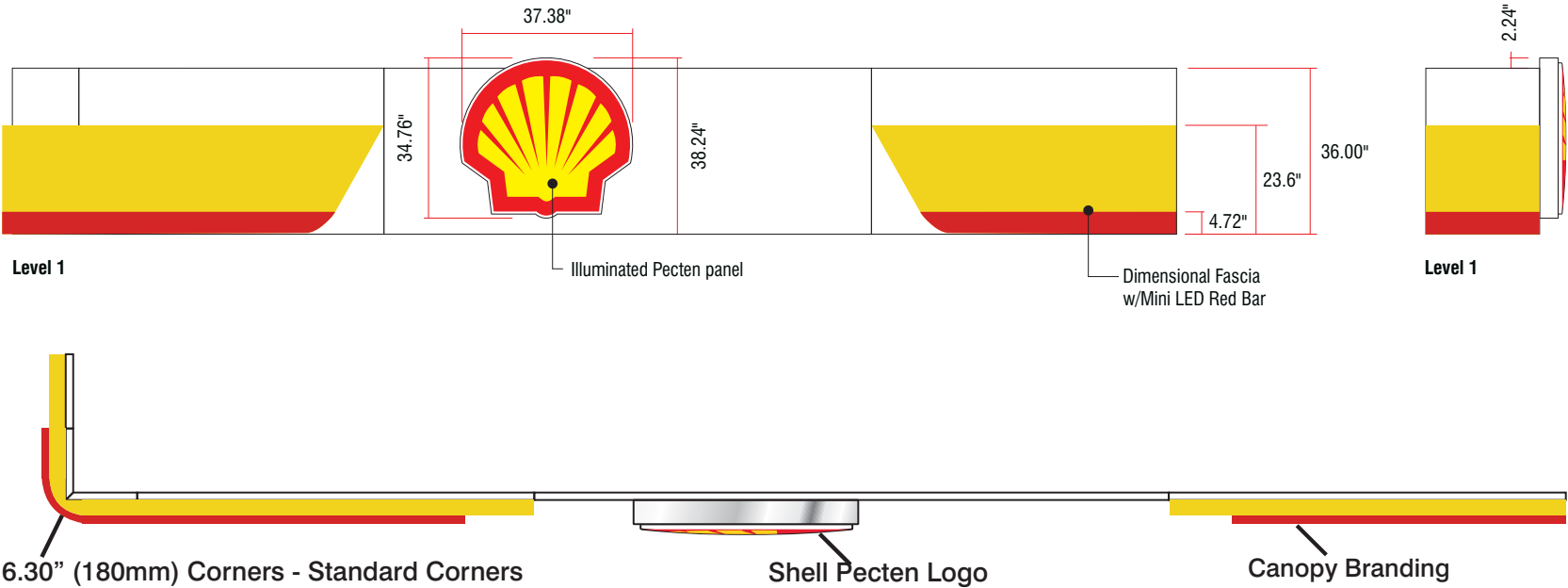


CANOPY DETAILS

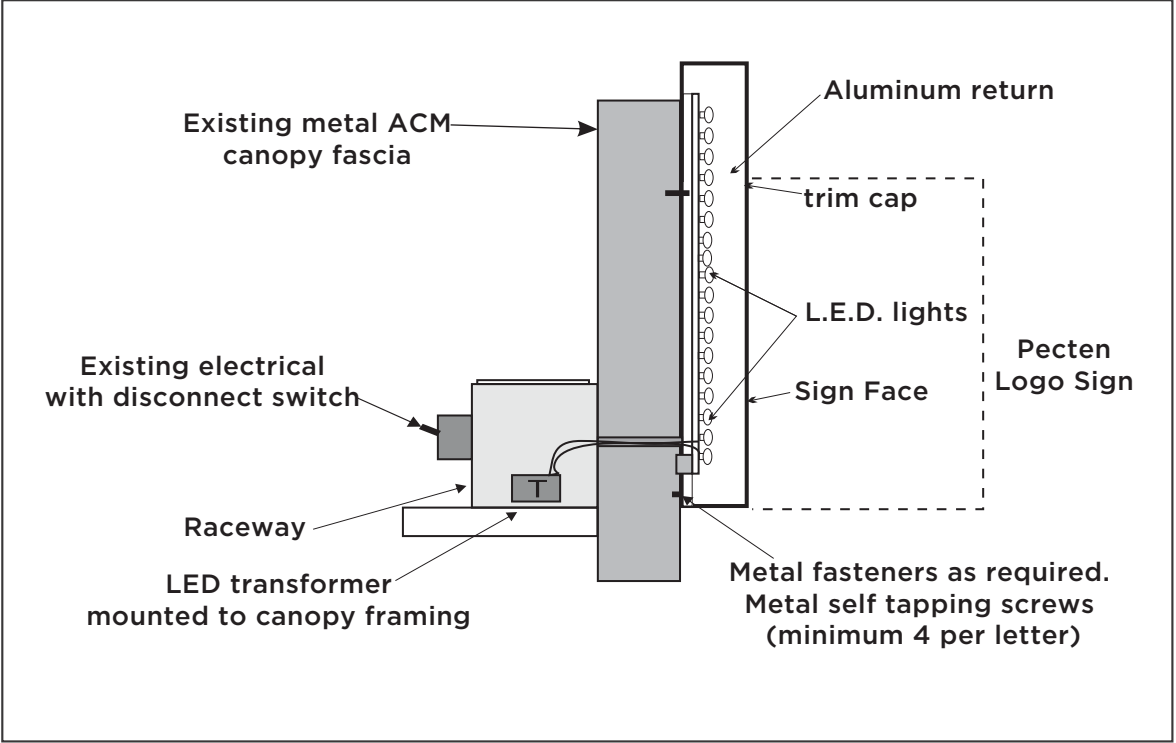


PROPOSED SQ.FT
9.02 SQ. FT.

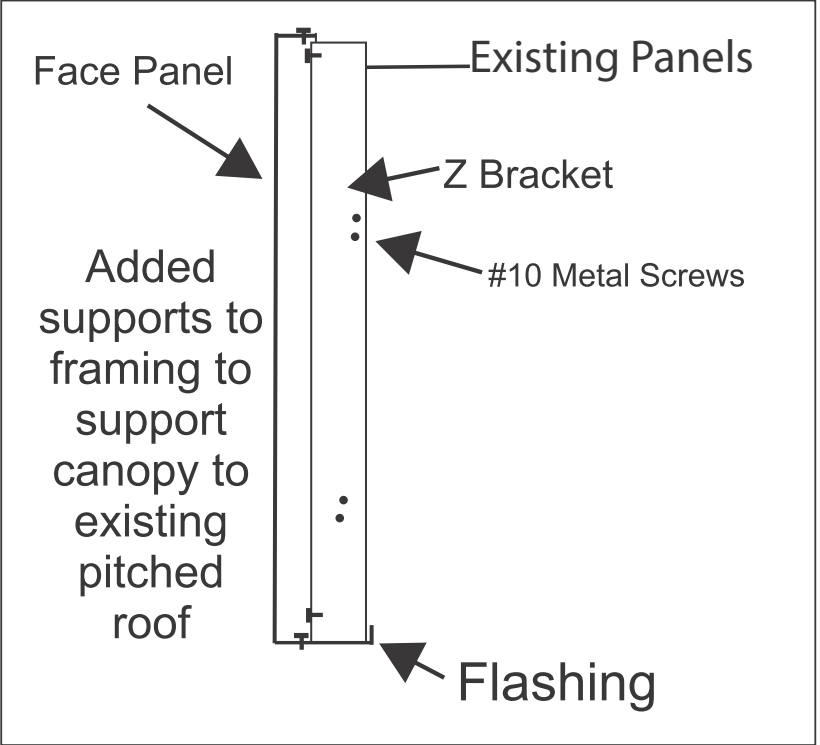
CANOPY MOUNTING DETAILS (SIDE ELEVATION)



PECTEN MOUNTING DETAILS



CANOPY PANEL MOUNTING DETAILS



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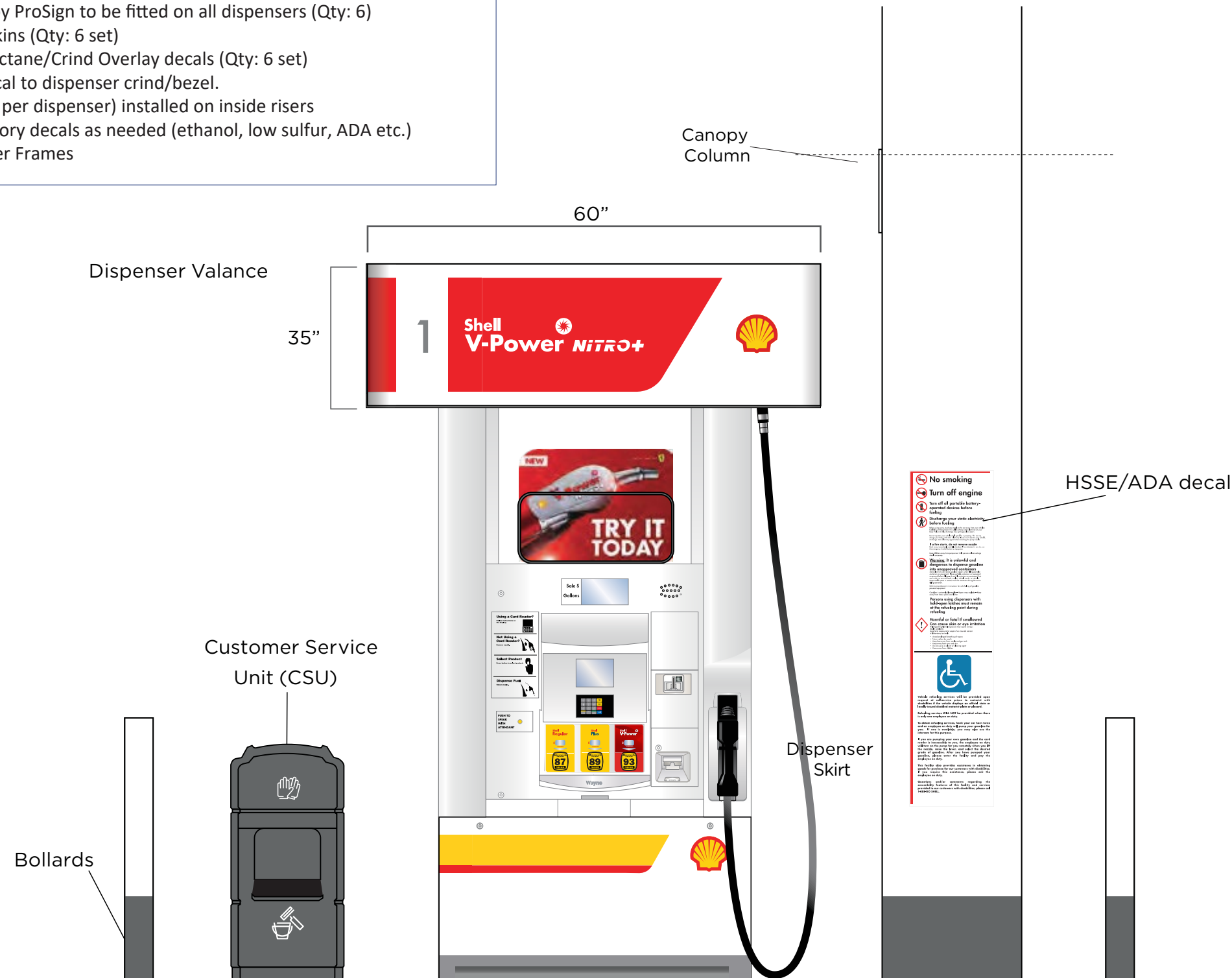


DISPENSERS

Gas Dispenser Scope of Work:

Existing Wayne Ovation (Qty: 2 3+1 DSL & 4 3+0) dispensers to be re-imaged to Shell.

- a. Shell Valances provided by ProSign to be fitted on all dispensers (Qty: 6)
- b. Install new Metal Door Skins (Qty: 6 set)
- c. Install LSI provided PID/Octane/Crind Overlay decals (Qty: 6 set)
- d. Install 2-1/2" Pump # Decal to dispenser crind/bezel.
- e. Health & Safety decals (2 per dispenser) installed on inside risers
- f. Install all required regulatory decals as needed (ethanol, low sulfur, ADA etc.)
- g. Install Qty: 6 Pump Topper Frames



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CUSTOMER APPROVAL SIGNATURE



PAGE: 9/10
Page 188 of 214



COLORS

Shell
Red

Pantone 485 C
CMYK 0-100-100-0
RGB 221-29-33
HTML #DD1D21

Shell
Yellow

Pantone 116 C
CMYK 0-16-100-0
RGB 251-206-7
HTML #FBCE07

Shell White
CMYK 0-0-0-00
RGB 255-255-255
HTML #FFFFFF

Shell Dark Gray 80%
Pantone 425 C
CMYK 0-0-0-80
RGB 89-89-89
HTML #595959

Shell Silver Champagne
Pantone 8004C
CMYK 00-11-23-46
RGB 137-122-105
HTML #897A69

Shell Silver
Pantone XXX C
CMYK XXX
RGB XXX-XXX-XXX
HTML XXXXXXXX

Shell Light Gray 40%
Pantone Cool Gray 7
CMYK 0-0-0-40
RGB 166-166-166
HTML #A6A6A6

Shell Mid Gray 60%
Pantone Cool Gray 10
CMYK 0-0-0-60
RGB 127-127-127
HTML #7F7F7F

The brand colors used throughout this site are:

- Shell Yellow and Shell Red: 1:5 ratio.
- Shell White is the canvas on which Shell Yellow and Shell Red are able to appear
- Shell Dark Gray and Shell Mid Gray, both recommended for Signage and Messaging applications
- Shell Silver Champagne, used in Prime Signs and directional signage
- Shell Silver, used on building doors on site and High Rise Sign pole



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PROJECT OVERVIEW

- 1

Building Sign 1
- 2

Building Sign 2
- 3

MID 1
- 4

MID 2
- 5

Canopy Details
- 6

Dispensers (6)

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CUSTOMER APPROVAL SIGNATURE

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RESOLUTION NO. PC-2026-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLEASANTON APPROVING AN APPLICATION FOR SIGN DESIGN REVIEW TO REBRAND AN EXISTING 76 GAS STATION AND CIRCLE K MARKET TO SHELL GASOLINE AND FASTFILL MARKET LOCATED AT 4191 FIRST STREET, AS MODIFIED TO LIMIT THE CORPORATE BRANDING COLORS TO FIFTY (50) PERCENT OR BELOW THE CANOPY HEIGHT, AS FILED UNDER CASE NO. P25-0300

WHEREAS, on September 2, 2025, Guy Houston, as the applicant (“Applicant”), on behalf of the owners Mike Ahmadi, GAWFCO Enterprises, LLC (“Property Owner”) submitted a Sign Design Review application to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former 76 Gas Station to the new Shell Gasoline and FastFill Market (hereinafter “the Project”) located at 4191 First Street, Assessor Parcel No. 94-110-12-6, (hereinafter “the Property”); and

WHEREAS, the Property has a General Plan land use designation of Retail/Highway/Service Commercial Business and Professional Offices; and

WHEREAS, the Property is zoned C-C (Central Commercial) District; and

WHEREAS, the Property is designated Downtown Commercial in the Downtown Specific Plan; and

WHEREAS, on February 25, 2026, the Zoning Administrator denied the Project due to inconsistencies with the required findings listed in Pleasanton Municipal Code (PMC) Section 18.20.050.B.1 through 6; and

WHEREAS, on March 5, 2026, Applicant, on behalf of the Property Owner, filed a timely appeal of the Zoning Administrator's determination to deny the Project to the Planning Commission; and

WHEREAS, pursuant to Section 65905 of the Government Code, the Planning Commission held a duly noticed public hearing to consider the Project on May 13, 2026, at which time all interested parties had the opportunity to be heard. The Planning Commission considered the agenda report dated May 13, 2026, incorporated herein by reference, and all written and oral testimony; and

WHEREAS, on May 13, 2026, the Planning Commission voted and adopted Resolution No. PC-2026-12, upholding the appeal and made revised findings pursuant to those listed in PMC Section 18.20.050.B.1 through 6 and as outlined in Section 4 below; and

WHEREAS, the City of Pleasanton was the lead agency for the Project, and the Planning Commission was the decision-making body for the Project.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission of the City of Pleasanton does resolve, declare, determine, and order the following:

Section 1: Prior to acting on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral agenda reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the “Record Evidence”). The Planning Commission’s de novo determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

Section 2: The Project, as modified, is consistent with the adopted and applicable General Plan Programs, Policies, and Goals related to community character and the discouragement of franchise and prototype architecture and signage, as further documented in Section 4, Finding No. 6 below. As such, the Project complies with the requirements of Government Code Section 65860.

Section 3: Findings for California Environmental Quality Act (CEQA).
The project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301(a): Existing Facilities. The project involves minor exterior alterations to an existing structure. Therefore, no additional environmental review is required.

Section 4: The Project, as modified, fulfills the following findings set forth in Pleasanton Municipal Code Section 18.20.050.B.1 through 6:

1. The project’s approval is in the best interest of public health, safety, and general welfare.

The Project, as modified, is in the best interest of the general welfare, which encompasses not only health, spaciousness, and balance, but also beauty. *Berman v. Parker* (1954) 348 U.S. 26. The proposed canopy composition is a balanced architectural expression because the color band occupies no more than 50 percent of the canopy height, enhancing the relationship of architectural components and materials.

The Project site serves as a prominent Downtown gateway/entry corridor, where the streetscape’s visual character contributes to Pleasanton’s community identity and general welfare. The proposed canopy design, as modified, creates a balanced visual emphasis consistent with the intended Downtown entry character and reinforces the site’s relationship to the City’s broader aesthetic context and natural/visual setting. The modified project is consistent with the General Plan Community Character Element, including Policy 15 / Program 15.3 (attractive sign design and higher-quality sign materials and colors, minimizing bright franchise colors) and Policy 16 (discourages franchise and prototype architecture and signage). As a result, the modified project demonstrates that approval would serve the general welfare as contemplated by the City’s adopted community character policies.

Therefore, the Planning Commission makes this finding.

- 2. The site design, including building placement, parking and circulation, landscape, and outdoor space, enhances the pedestrian experience, embraces natural features, promotes connections, creates visual interest, and relates to the character of the surrounding development.**

By reducing the color band to no more than 50 percent, the proposed canopy treatment provides a context-sensitive architectural composition that reinforces the established Downtown entry character. The modified color band balances the aesthetic appearance of the canopy fascia, it enhances the pedestrian experience along this Downtown approach. Further, the balance of colors on the canopy fascia enhances the ability for landscaping and streetscape elements to complement architectural features, strengthen vistas, and reinforce an established gateway character.

Therefore, the Planning Commission makes this finding.

- 3. Architectural considerations, including character, scale, massing, and quality of design, have been incorporated to ensure the project integrates with the existing site and has a cohesive relationship with the surrounding context.**

By reducing the color band to no more than 50 percent of the canopy height, the modified project reduces the brand-forward visual emphasis that detracts from the intended Downtown entry character and thereby reinforces the site's relationship to the City's broader aesthetic context and natural/visual setting. The modified canopy color band occupies approximately 50 percent of the canopy height, which balances the perceived scale and emphasis of the canopy when viewed from the public right-of-way, compatible with the intended Downtown gateway context and consistent with the City's direction to avoid franchise/prototype architecture and signage (General Plan Community Character Element Policy 16).

Therefore, the Planning Commission makes this finding.

- 4. Exterior lighting, signage, amenities, mechanical equipment, and other architectural features are integrated into the design of the site and building.**

By reducing the color band to no more than 50 percent of the canopy height, the canopy color band functions as an architectural element integrated into the overall design concept. Given its reduced size and prominence, the band is consistent with integrated sign design, and it meets the record-supported threshold that would keep branding subordinate to architecture (i.e., staff's supported design direction of a band at or below 50 percent of canopy height). As modified, the Project is consistent with General Plan Community Character Element Policy 15 / Program 15.3 (minimize bright franchise colors; attractive sign design and materials) and Policy 16 (discourage franchise and prototype architecture/signage).

Therefore, the Planning Commission makes this finding.

5. The project, when adjacent to existing residential dwelling units, is designed to minimize impacts, including privacy, light, and glare.

The west side of the Property is adjacent to residential uses, and the record indicates the north and west sides of the canopy are non-illuminated. Accordingly, the proposed illumination design is appropriate in relation to nearby residential uses and minimizes potential impacts from light and glare.

Therefore, the Planning Commission makes this finding.

6. The plan meets the requirements of the municipal code and any other applicable guidelines, policies, and standards.

By reducing the color brand to no more than 50 percent of the canopy height, the Project is consistent with the City's applicable guidelines or policies included in the following:

- a. The General Plan. The Project aligns with the applicable General Plan's Programs, Policies, and Goals, including Community Character Element Policy 15, Program 15.3 which calls for "attractive sign design and higher quality sign materials," and "attractive colors, minimizing bright franchise colors." As modified, the Project's sign design is attractive, and uses the bright franchise colors at a level consistent with the General Plan. Additionally, the modified Project is consistent with Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage," inasmuch as it relies heavily on franchise signage.
- b. The Downtown Specific Plan. As modified, the Project conforms to the Downtown Specific Plan, which calls for developments to, amongst other things, "improve the major gateways into downtown to create a sense of arrival and to enhance the aesthetics along these roadways." (Downtown Specific Plan, LD-G.13.) The modified Project's reduction in branding colors improves the Gateway by making the brand less forward and reduces the amount of bright franchise colors.

Therefore, the Planning Commission makes this finding.

Section 5: The Planning Commission hereby approves the appeal and overturns the Zoning Administrator's determination to deny Case No. P25-0300, the application to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former 76 Gas Station to the new Shell Gasoline and FastFill Market located at 4191 First Street, subject to the Conditions of Approval shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 6: This resolution shall become effective 10 days after its passage and adoption, unless appealed before that time.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Pleasanton at a regular meeting held on May 13, 2026, by the following vote:

Ayes: Commissioners Pace, Wedge, and Jagoe
Noes: Commissioner Jain
Absent: Commissioner Morgan
Abstain: None

ATTEST:

Derek Farmer
Secretary, Planning Commission

Brandon Pace
Chair

APPROVED AS TO FORM:

Katherine Wisinski
Assistant City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL

P25-0300
Shell Gasoline and FastFill Market Sign Design Review
4191 First Street
May 13, 2026

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community and Economic Development, Planning Division, Director of Public Works/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this Project, whether specifically noted herein.

This approval is granted for Sign Design Review to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former 76 Gas Station to the new Shell Gasoline and FastFill Market, on Assessor Parcel No. 94-110-12-6, located at 4191 First Street. Development shall be substantially as shown on the Project materials listed below:

- a. Project Plans, Exhibit B, prepared by Sign Image, Inc., dated "Received" on February 5, 2026, and kept on file in the Planning Division of the Community and Economic Development Department.

The Project materials listed above are collectively the "Approved Plans."

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the "Approved Plans", except as modified by the following conditions. Minor changes to the plans may be allowed, subject to the approval of the Director of Community and Economic Development, provided they are found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building colors or materials, green building measures, landscape material, etc.
2. **EXPIRATION – SIGN DESIGN REVIEW:** This Sign Design Review (SDR) approval will lapse and shall become void one year following the date on which the SDR became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the SDR application; or a certificate of occupancy is issued for the structure which was the subject of the SDR application; or the site is occupied if no

building permit or certificate of occupancy is required; or the applicant or his/her successor has filed a request for extension with the Zoning Administrator pursuant to the provisions of the Pleasanton Municipal Code.

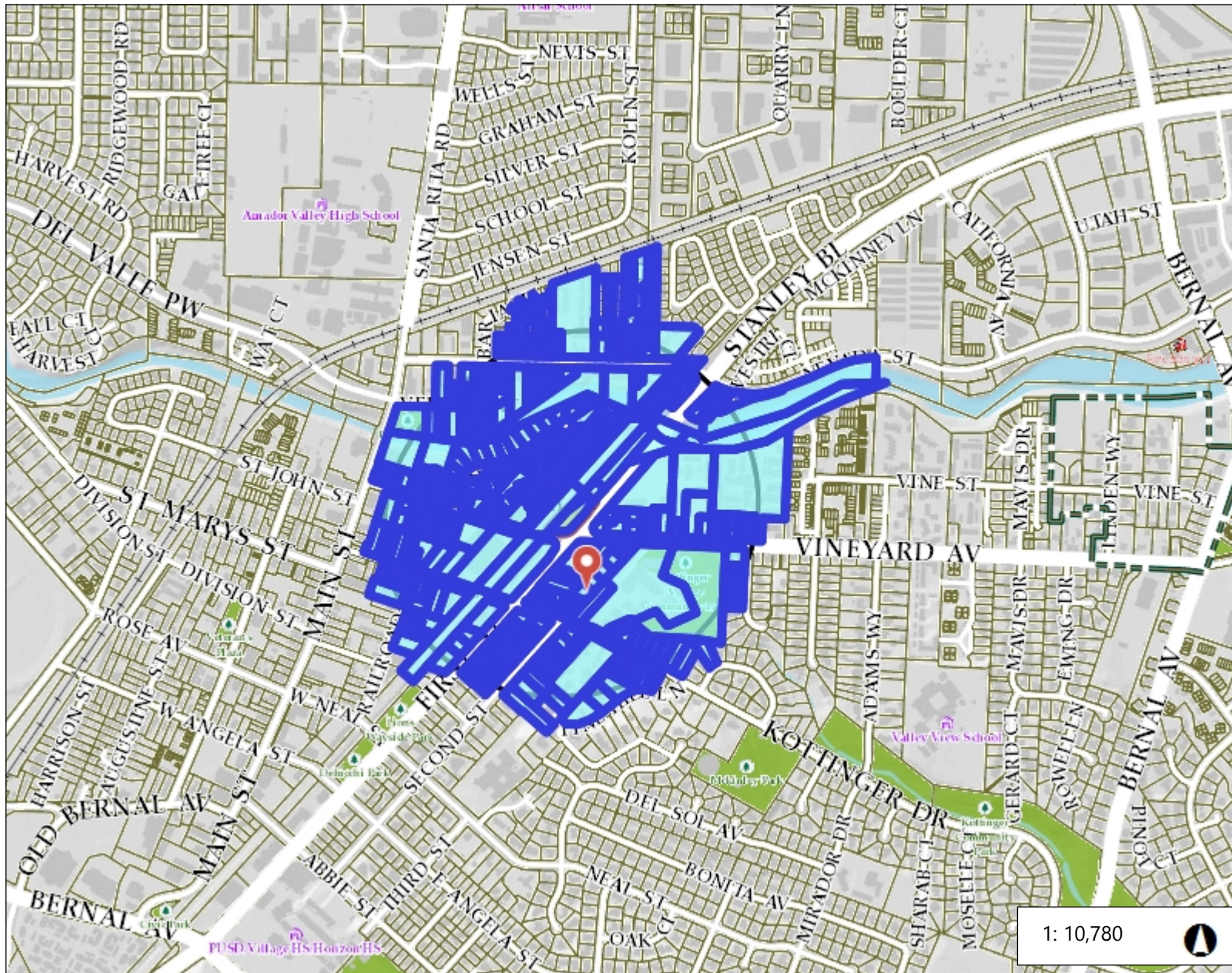
3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a “Conditions of Approval Checklist” indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvement plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.
4. **APPEAL PERIOD:** The building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code, unless the applicant submits a signed statement acknowledging that the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the Project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the Project, including the environmental review thereof, or any permit authorized hereby for the Project, including without limitation, reimbursing the City its attorneys’ fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.
6. **BUILDING PERMIT:** Any signage plans shall be submitted to the Building and Safety Division for review and approval prior to operation. The applicant shall obtain a building permit prior to commencement of any work. ***(Project Specific Condition)***
7. **FEES:** The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the permit is issued.
8. **SCHOOL IMPACT FEES – COMMERCIAL:** Prior to building permit issuance, the applicant shall pay the required commercial development school impact fee as prescribed by State law and as adopted by the Pleasanton Unified School District (PUSD).

PLANNING DIVISION – 925-931-5600

Sign Design Review

9. CANOPY SIGNAGE: Prior to issuance of a building permit, the applicant shall revise the project plans such that the corporate branding color band on the canopy does not exceed 50 percent of the total canopy height. **(Project Specific Condition)**
10. FINAL INSPECTION: A Planning Division final inspection shall be required. Prior to final inspection, if applicable, all existing building signs shall be removed and all wall surfaces, including, but not limited to any holes in the wall resulting from its removal shall be patched, repaired, and/or replaced to match the existing wall color and texture to the satisfaction of the Director of Community Development. **(Project Specific Condition)**
11. All canopy signage and lighting (except under canopy lighting) shall be remotely turned off daily by 10:00 p.m. Canopy signage and lighting shall not be turned on daily prior to 7:00 a.m. **(Project Specific Condition)**
12. ADDITIONAL SIGNAGE: There shall be no additional signage on the subject property without prior approval from the City. **(Project Specific Condition)**

<End>



Legend

- Fire Station
- School
- Park
- Parcels

aerial 2025 Vexcel 3 inch

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 10,780



1,796.6 0 898.30 1,796.6 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Notes

Shell Gas Station
4191 First Street
City Council Review of Sign Design Review (P25-0300)
City Council
June 16, 2026



Purpose and Requested Action

- De novo review of an application for Sign Design Review to rebrand an existing 76 Gas Station and Circle K Market to a Shell Gasoline Station and FastFill Market
- Adopt a resolution upholding the Zoning Administrator's denial of Case No. P25-0300



Site Description



Sign Design Review (SDR) Process

- SDR required for sites without an approved master sign program
- Zoning Administrator reviews and bases decisions on:
 - PMC Chapter 18.96 – Signs
 - Dimensional and other standards where specified
 - General Plan Community Character Element Policies:
 - Policy 15, Program 15.3:
 - Attractive sign design and higher quality sign materials
 - Attractive colors, minimizing bright franchise colors
 - Policy 16: "discourage franchise and prototype architecture and signage"
 - Applicable Design Guidelines (such as the Downtown Design Guidelines)
 - Components of review and findings require subjective evaluation

Sign Design Review (SDR) Continued

- No strict (quantitative) standards for amount of lighting, use of colors, logos, and branding
- ZA considers factors such as:
 - Location and visibility of the site
 - Rebranding of an existing gas station vs. new construction
 - Existing signage/sign conditions
 - Design/character of the buildings or structures on which the signage is being placed
 - Type of use for which the signage is proposed
 - Character, type, and proximity of adjacent use
- City must also consider the reasonable expectation that a business may wish or be entitled to use its corporate colors, business identification or branding as part of its signage program



Discussion

- September 2, 2025: Sign Design Review application - Sunoco
 - Modifications for the monument, wall, canopy, and pump signage as part of rebranding
- September 16, 2025: Application deemed incomplete, with comments:
 - Support intent to upgrade and improve the appearance of the project site
 - Reduce percentage/intensity of the blue franchise branding colors to approximately 25 percent of the canopy fascia height



Discussion Continued

- Discussion between staff and applicant over possible canopy design options.
- January 15, 2026, Resubmittal – Brand shift to Shell Gasoline:
 - Less franchise branding colors than Sunoco design
 - Continued to include predominant franchise branding colors on the canopy (~66 % of fascia)
 - Staff proposed compromise – Reduce franchise branding colors to no more than 33 percent of the total canopy band fascia.
 - Applicant declined to make further modifications



Zoning Administrator Action

- September 16, 2025
 - Application deemed incomplete
 - General support for the site upgrade
 - Request for a reduction in franchise branding colors on the canopy fascia (max. 25 percent coverage consistent with the existing 76 Gas Station canopy fascia)
- January 2026
 - The applicant switched brands from Sunoco to Shell Gasoline
 - Revised design package submitted with reduced franchise color coverage compared to the earlier Sunoco proposal (approx. 66 percent yellow and red franchise branding color on the canopy fascia)
- Early February 2026
 - Staff informed the applicant that the project could be approved with reductions in the amount of branded color elements on the canopy fascia
 - The applicant declined to make such changes
- February 25, 2026
 - The Zoning Administrator issued a denial
 - Proposal inconsistent with General Plan Community Character Element Policies 15 and 16
 - Attractive colors that minimize bright franchise branding and discourage franchise prototype signage



Appeal and Planning Commission Action

- March 5, 2026
 - Applicant files an appeal to the Planning Commission
- May 13, 2026
 - Planning Commission hearing
 - Planning Commission upheld the applicant's appeal (3-1 vote)
 - Planning Commission made findings for approval and adopted standard SDR conditions of approval, as well as two project-specific conditions of approval:
 - The height of the Shell Gasoline corporate branding color band shall not exceed 50 percent of the total canopy fascia height
 - Any canopy illumination (except underlighting) shall automatically turn off at 10 p.m. daily



Recommendation

Staff recommends that the City Council adopt a resolution upholding the Zoning Administrator's denial of Case No. P25-0300

Alternatively, based on de novo review:

Council may elect to approve the project, consistent with either the Planning Commission determination, consistent with the applicant's proposal, or with other modifications



Shell Gas Station
4191 First Street
City Council Review of Sign Design Review (P25-0300)
City Council
June 16, 2026



Appendix: Gas Station Examples



New Construction – PUD Zoning - Hopyard



New Construction – PUD-C Zoning Highway Onramp



Existing – PUD and 5251 Hopyard



CITY COUNCIL AGENDA REPORT

July 7, 2026
Public Works - Utilities Division

TITLE: CONTINUED FROM JUNE 16, 2026 - AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CORE & MAIN LP FOR THE WATER METER ADVANCED METERING INFRASTRUCTURE (AMI) REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$10,262,257 FOR CAPITAL EXPENDITURES AND \$2,514,096 FOR OPERATION SERVICES, AND AUTHORIZE A FIVE PERCENT AGGREGATE CONTINGENCY FOR PROJECT IMPLEMENTATION

SUMMARY

This matter was presented to the City Council at the June 16, 2026 meeting (Attachment 1 to this report). The item was continued to July 7 in light of concerns raised by the Zone 7 Water Agency (Zone 7), to allow additional time for City staff to engage with Zone 7. The concerns raised by Zone 7 are technical in nature and involve the interpretation of the requirements of the 2025 two-party Settlement Agreement between the City and Zone 7.

Staff recommends that the City Council authorize the City Manager to execute an AMI Capital Expenditure Project (CPX) Agreement and an AMI Operations Expenditure (OPX) Agreement with Core & Main LP in amounts not to exceed \$10,262,257 and \$2,514,096, respectively, authorize a five percent capital contingency for the project, and execute a twenty-year agreement term for the OPX Agreement.

RECOMMENDATION

1. Authorize the City Manager to enter into an AMI CPX Agreement with Core & Main LP for the Water Meter and AMI Replacement Project in an amount not to exceed \$10,262,257;
2. Authorize the City Manager to enter into an AMI OPX Agreement with Core & Main LP, for the software services, network services, and future water meters purchases in an amount not to exceed \$2,514,096; and
3. Authorize the Director of Public Works, or designee, to approve and execute change orders for the awarded agreements for an aggregate amount of up to five percent, not to exceed \$513,113.

BACKGROUND

City staff have continued to engage with Zone 7 staff to present options designed to satisfy the requirements of the Settlement Agreement and address Zone 7's concerns. After the June 16 City Council meeting, the Interim City Manager and the Zone 7 General Manager met to discuss potential options for moving forward with the project in a manner that could fulfill the

objectives of the Settlement Agreement.

At the same time, City staff has continued to work with Core & Main and Kamstrup to obtain information that could further clarify performance aspects of the water meters selected for use with this water meter replacement project (Replacement Project). This information pertains to the technical specifications for the proposed Kamstrup meters and will further demonstrate compliance with the Settlement Agreement.

While the City desires to continue efforts to seek a mutually agreeable solution with Zone 7, the City is working toward a December 2027 deadline to complete the project to meet State regulatory requirements, in addition to the June 30, 2028, deadline to complete the Replacement Project under the Settlement Agreement. Given the scope and extent of the work to be done, staff recommends that the project move forward.

DISCUSSION

In July, 2025, the City entered into a Settlement Agreement to resolve a legal dispute filed by Zone 7 in early 2024 regarding the collection of water connection fees. Among other things, the Settlement Agreement requires the City to complete a Water Meter Replacement Program by June 30, 2028. The Settlement Agreement also provides that:

Pleasanton shall provide Zone 7 with documentation that reasonably demonstrates its proposed flow restrictors or replacement meters provide equivalent maximum flow rate for continuous use as the equivalent size meter provided for in Zone 7's water connection fees, including either calculations stamped by a registered engineer or information provided by the meter manufacturer stating the maximum flow rate for continuous use.

This has been an ongoing point of discussion between the City and Zone 7. Because the current Replacement Project will involve the use of ultrasonic water meters to replace the ultrasonic meters installed in 2016, Zone 7 has asserted that ultrasonic meters have a greater flow or service capacity than the older positive displacement meters. Zone 7 distinguishes between the two meter types (positive displacement vs. ultrasonic) in its connection fees.

The City has made several attempts to present supporting information to Zone 7 demonstrating that the Kamstrup Flow IQ2200 water meters selected for the Replacement Project provide equivalent maximum flow rate for continuous use as the same-sized displacement meters referenced in Zone 7's Connection Fee Rate Schedule.

Subsequent to the June 16, 2026, City Council meeting, the City received additional documentation from Kamstrup which states that the "Permanent flow rate Q3" of the water meters to be used for the Replacement Project "shall be considered equivalent to the maximum continuous flow for design and evaluation purposes." The information provided by the meter manufacturer reasonably demonstrates that, when comparing the two applicable continuous flow ratings, the selected Kamstrup Ultrasonic meters satisfy the connection fee requirements in Zone 7's June 16, 2026 Connection Fee Schedule. This information has been provided to Zone 7.

The City will continue efforts to work with Zone 7 as our partner agency to ensure that the City's actions support careful stewardship that promotes water conservation and manages per

capita consumption.

EQUITY AND SUSTAINABILITY

Reliable water metering infrastructure supports equitable delivery of utility services citywide by improving billing accuracy and reducing service inefficiencies. Replacement of failing meters will help reduce water loss, improve system efficiency, and support more sustainable water system operations.

The project will also include inventory inspection to meet lead and copper and citywide cross-connection inspection and survey requirements, per the State Water Board, by December 2027. Completion of these inspections for the two programs is essential to ensure a quality drinking water distribution system.

OUTREACH

The Request for Proposals (RFP) was publicly advertised on the City's website, through BidNet Direct, and in the Valley Times. The City has continued to engage with Zone 7 staff throughout the Water Meter Replacement Project procurement process, providing opportunities to participate in development of the RFP, discuss technical requirements, and provide input on the meter replacement strategy.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan Goal of *Investing in Our Environment*, including:

- Strategy 1 – Implement the five-year Capital Improvement Program (CIP) to complete the design and construction of budgeted projects; and
- Strategy 4 – Complete the Water System Master Plan to reflect current and future operations and identify system improvements and necessary maintenance.

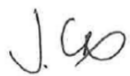
FISCAL IMPACT

The proposed AMI CPX agreement with Core & Main LP in an amount not to exceed \$10,262,257 will fund the capital component of the citywide replacement program.

The proposed five percent capital project contingency amounts to a maximum of \$513,113, to be funded through CIP No. 26137. Water Operations Budget 42040602-433155.

The proposed AMI OPX agreement with Core & Main LP in an amount not to exceed \$2,514,096 will cover software services, network services, and future water meter purchases not covered under warranty. The Agreement will cover 20 years of operation.

Prepared by:



Jeremy Cox, Utilities
Division Manager - Public
Works

Submitted by:



Siew-Chin Yeong, Director of Public
Works

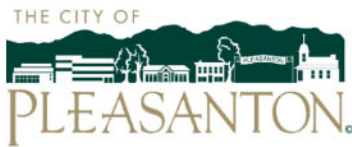
Approved by:



Joe Calabrigo, Interim
City Manager

Attachments:

1. June 16, 2026 Agenda Report



CITY COUNCIL AGENDA REPORT

June 16, 2026
Public Works - Utilities Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CORE & MAIN LP FOR THE WATER METER ADVANCED METERING INFRASTRUCTURE (AMI) CAPITAL EXPENDITURE PROJECT IN AN AMOUNT NOT TO EXCEED \$10,262,257 AND THE AMI OPERATION EXPENDITURE SERVICES IN AN AMOUNT NOT TO EXCEED \$2,514,096, AND AUTHORIZE A FIVE PERCENT AGGREGATE CONTINGENCY FOR THE WATER METER AND ADVANCED METERING INFRASTRUCTURE REPLACEMENT PROJECT, CIP NO. 26137

SUMMARY

The City's existing water meter and Advanced Metering Infrastructure (AMI) system has experienced widespread failures and has reached the end of its useful life. These failures have resulted in billing inaccuracies, increased water loss, higher maintenance demands, and rising operational costs. Public Works crews are currently replacing up to 300 failed meters per month, and approximately 4,000 meters have been replaced to date.

Replacement of the existing water meter and AMI system was identified in the City Council-approved Water System Management Plan (WSMP) and Water Financial Plan as part of the Enhanced Delivery Option. To support the implementation of this effort, the City retained Diameter Services, Inc. in early 2025 to evaluate the existing system, assess replacement options, and assist in developing a procurement strategy for a comprehensive replacement program.

In May 2025, the City Council approved a professional services agreement with Diameter Services, Inc. to prepare procurement documents and support the solicitation process for a new water meter and AMI system. Based on that work, the City issued a turnkey-style Request for Proposals (RFP) seeking a qualified firm to provide a reliable and integrated water meter and AMI replacement solution.

The RFP was issued on November 19, 2025. Following review of the three proposals received, Core & Main LP was determined to be the most qualified proposer based on the evaluation criteria identified in the solicitation, including qualifications, relevant experience, technical approach, system capabilities, implementation plan, compatibility with the City's operating and billing systems, and overall value to the City.

Staff recommends that the City Council authorize the City Manager to execute an AMI Capital Expenditure Project (CPX) Agreement and an AMI Operations Expenditure (OPX) Agreement with Core & Main LP in amounts not to exceed \$10,262,257 and \$2,514,096, respectively, and authorize a five percent aggregate contingency for the project for fiscal year (FY) 2025/26 through FY 2029/30 for the CPX Agreement term and a twenty-year agreement term for the OPX Agreement.

RECOMMENDATION

1. Authorize the City Manager to enter into an AMI CPX Agreement for Goods and Services with Core & Main LP for the Water Meter and AMI Replacement Project in an amount not to exceed \$10,262,257;
2. Authorize the City Manager to enter into an AMI OPX Agreement for Goods and Services with Core & Main LP, for the software services, network services, and future water meters purchases in an amount not to exceed \$2,514,096; and
3. Authorize the Director of Public Works, or designee, to approve and execute change orders for the awarded agreements, subject to a total aggregate contingency amount not to exceed \$513,113, which is equal to five percent of the total awarded contract amount.

BACKGROUND

In 2016, the City completed a citywide water meter replacement project, CIP No. 13116, which included installation of Diehl water meters and an associated Advanced Metering Infrastructure (AMI) system. Delta Engineering Sales, Inc. performed the improvements. The warranty period for the installed meters is scheduled to expire in June 2026.

Since installation, the system has experienced a high rate of meter failures. These failures have contributed to billing inaccuracies, increased water loss, and substantial staff time devoted to meter replacement and troubleshooting. City crews are currently replacing up to 300 meters per month, and approximately 4,000 meters have been replaced to date. With the warranty period nearing expiration and failure rates continuing to rise, continued reliance on the existing system is no longer operationally sustainable.

In early 2025, the City entered into an agreement with Diameter Services, Inc. to evaluate the current metering system and assess available replacement options. Diameter has more than 17 years of experience providing consulting services for water metering and AMI systems. The firm evaluated the City's existing system, reviewed replacement alternatives, and worked with staff to identify a comprehensive and proven solution that would improve long-term reliability and operational efficiency.

In May 2025, the City Council approved a professional services agreement with Diameter Services, Inc. to assist with the preparation of procurement documents and support the City through the solicitation process. That effort resulted in a single turnkey-style Request for Proposals (RFP) for the implementation of a new water meter and AMI system.

DISCUSSION

On November 19, 2025, the City issued an RFP seeking a qualified firm to provide a comprehensive water meter and AMI replacement solution. The RFP was publicly advertised in accordance with the City's purchasing requirements. Three proposals were received and evaluated using the criteria identified in the RFP, including qualifications, relevant experience, technical approach, system capabilities, implementation plan, compatibility with the City's operational and billing systems, and overall value to the City. Based on that evaluation, Core & Main LP was identified as the most qualified proposer.

The proposed agreements support a citywide water meter and AMI replacement program intended to improve system reliability, reduce meter failures, support accurate billing, and strengthen long-term performance. Under the proposed agreements, Core & Main LP will work closely with City staff to implement the new system in a manner that aligns with the City's operational needs.

This program will allow the City to replace its failing metering infrastructure with a modern, integrated platform that improves water-use measurement, customer billing, and access to reliable system data, while reducing manual intervention and ongoing maintenance demands. Timely implementation will help limit operational issues and costs associated with continued failures of the existing system.

Kamstrup water meters use ultrasonic technology to measure water flow by sending ultrasonic sound waves through the water and calculating the time it takes for the waves to pass through. This technology provides a high level of accuracy, and because the meters have no moving internal parts, they typically have a longer service life and require less maintenance. The meters include advanced data-logging capabilities that can help utilities track consumption patterns, detect leaks, and optimize system operations. These meters include a 15-year full warranty, prorated through the expected 20-year lifespan.

EQUITY AND SUSTAINABILITY

Reliable water metering infrastructure supports equitable delivery of utility services citywide by improving billing accuracy and reducing service inefficiencies. Replacement of failing meters will help reduce water loss, improve system efficiency, and support more sustainable water system operations.

OUTREACH

The RFP was publicly advertised on the City's website, through BidNet Direct, and in the Valley Times.

Staff also reached out to the Zone 7 Water Agency on multiple occasions regarding the project and potential coordination opportunities.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan Goal of *Investing in Our Environment*, including:

- Strategy 1 – Implement the five-year Capital Improvement Program (CIP) to complete the design and construction of budgeted projects; and
- Strategy 4 – Complete the Water System Master Plan to reflect current and future operations and identify system improvements and necessary maintenance.

FISCAL IMPACT

Funding for the Water Meter and AMI Replacement Project is programmed in the upcoming Capital Improvement Program under Water Meter and AMI System Replacement, CIP No. 26137, in the amount of \$10,930,000.

The proposed AMI CPX agreement with Core & Main LP is in an amount not to exceed

\$10,262,257 and will fund the capital project components of the citywide replacement program. Funding for this agreement will be provided through CIP No. 26137.

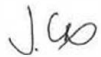
The proposed AMI OPX agreement with Core & Main LP is in an amount not to exceed \$2,514,096 and will cover software services, network services, and future water meter purchases not covered under warranty. The Agreement will extend for 20 years from the effective date of the Agreement. The annual hosting agreement will begin in FY2027/28, with a starting base of \$106,484 and will incur an annual increase of 3.5 percent through the term of the agreement. Also, in FY 2027/28, there will be an additional cost of \$61,205 for a trial of the leak detection software. Funding for the agreement will be provided through the Water Operations Budget 42040602-433155.

The proposed five percent aggregate contingency for change orders is \$513,113. Funding for this contingency will be provided through CIP No. 26137.

Prepared by:

Submitted by:

Approved by:



Jeremy Cox, Utilities
Division Manager - Public
Works



Siew-Chin Yeong, Director of Public
Works



Joe Calabrigo, Interim
City Manager