



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 19, 2024
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

The meeting will be held in-person and via video/teleconference and will be broadcast live on Channel 29 and at <https://www.tri-valleytv.org> and <https://www.youtube.com/user/TheCityofPleasanton>.

Public participation: It is requested that members of the public wishing to address the City Council submit a speaker card. When public comment is opened on an agenda item, individuals may speak once per agenda item.

To submit written public comment regarding an open session item on this meeting agenda visit <https://forms.cityofpleasantonca.gov/f/writtenpubliccomment>. Comments will be accepted by the City Clerk's Office until 12:00 p.m. on the day of the Council meeting.

In Person at Council Chamber:

- Submit a physical speaker card to the City Clerk at the meeting. When your name is called, please provide comment at the podium.

CALL TO ORDER

- Pledge of Allegiance
- Remarks by Councilmember Arkin
- Roll Call

Resolution No. 2024-013
Ordinance No. 2277

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.

City Manager

1. Approve meeting minutes of February 20, 2024

Community Development

2. Actions of the Zoning Administrator and Planning Commission
3. Continued from February 20, 2024 - Receive information and approve

recommendation that a parcel on West Jack London Boulevard in unincorporated Alameda County be moved into the City of Livermore Sphere of Influence, and that parcel and another parcel on East Stanley Boulevard both be annexed by the City of Livermore

Finance

4. Accept the monthly disbursements and investment report for January 2024

Library and Recreation

5. Approve City and PUSD agreements for Amador Valley High School Tennis Courts, Amaral Park, Pleasanton Upper Bernal Field Park, and Fairlands Elementary School Fencing; and terminate agreements for Tennis Courts Community Recreation and Synthetic Fields Use

Police

6. Approve Annual Street Closures for 2024

Public Works

7. Approve plans and specifications, review bids, and award a construction contract to JMB Construction, Inc. in the amount of \$7,852,150 for the Near-Term Water Improvements Project, CIP No. 24171 and budget amendments in the Water Operating Fund and the Water Replacement Capital Fund
8. Approve first amendment to the purchase order with Thatcher Company of California, Inc., increasing the not-to-exceed amount from \$95,000 to \$110,000 for water treatment chemicals
9. Approve second amendment to agreement with Woodard & Curran, Inc. for an increase of \$282,950 for a total not-to-exceed amount of \$792,177 and to extend the term through FY 2024/25 for development of the Sewer Collection System Hydraulic Model, Capacity Evaluation and Related Studies, Sewer Infrastructure Condition Assessments, and development of the 10-year Capital Improvement Program (CIP) for Sewer and approve budget amendments in the Sewer Replacement Fund
10. Receive an update on Water System Activities
11. Continued from March 5, 2024 - Review of Pavement Management report completed by AMS Consulting for the bi-annual evaluation/reclassification of Street Surfaces Project, CIP No. 21521

MEETING OPEN TO THE PUBLIC

12. Presentation of a proclamation recognizing March as American Red Cross month

13. Presentation of a proclamation recognizing March 22 as the Annual March for Meals Month
14. 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.

15. Receive presentations on sales tax and financial forecast assumptions and provide direction on General Fund and Capital Improvements Program funding proposed reductions to discretionary funding and reallocation of certain capital project budget to fund critical projects
 - a. Receive a presentation on sales tax and financial forecast assumptions and provide direction regarding proposed reductions to discretionary funding
 - b. Provide direction regarding staff recommendations for mid-term budget reallocation of existing non-restricted funds within the Capital Improvement Program to fund life and safety projects

MATTERS INITIATED BY COUNCIL

COUNCIL REPORTS

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

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 can provide special assistance for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation (e.g., an assistive listening device), please contact the City Clerk's Office at 123 Main Street, Pleasanton, CA 94566 or (925) 931-5027 at the earliest possible time. If you need sign language assistance, please provide at least two working days' notice prior to the meeting date.



**CITY OF PLEASANTON
CITY COUNCIL
MINUTES**

**Tuesday, February 20, 2024
7:00 PM**

CALL TO ORDER

Mayor Brown called the regular meeting of the City Council to order at the hour of 7:00 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

Councilmember Nibert provided opening remarks.

ROLL CALL

Present: Councilmembers Arkin, Balch, Testa, Nibert, Mayor Brown

Absent: None.

AGENDA AMENDMENTS

City Manager Beaudin noted a correction to item 2 ordinance for Energy and Environment Commission section 2.31.080 Meetings to remove the word "other" to read as follows:

A. Regular meetings shall be held on the fourth Wednesday of every month at a time and place set by the commission. The commission may approve an alternate meeting time.

Councilmember Balch pulled item 2 from consent calendar for further discussion.

Councilmember Arkin requested to reverse the order of items 12 and 13.

Councilmember Testa pulled item 4 from consent calendar for further discussion and continued item 7 to a future meeting to have additional questions answered.

CONSENT CALENDAR

Mayor Brown opened public comment. The following individuals provided comment: Sharon Pierkarski.

Mayor Brown closed the public comment.

MOTION: It was m/s by Nibert/Testa to approve the consent calendar as recommended except for items 2, 4 and 7. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown

Noes: None

Absent: None

City Manager

1. Approve meeting minutes of December 19, 2023

Recommendation: Approve meeting minutes of December 19, 2023.

Community Development

3. Actions of the Zoning Administrator and Planning Commission

Recommendation: Actions of the Zoning Administrator and Planning Commission

5. Adopt a resolution adopting the 2023 Tri-Valley Local Hazard Mitigation Plan

Recommendation: Adopt Resolution No. 2024-006 adopting Volume 1, Pleasanton's portion of Volume 2, and all appendices of the 2023 Tri-Valley Local Hazard Mitigation Plan.

6. Authorize a grant application for \$15,300,000 in United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds for the I-680 at Sunol Boulevard Interchange Modernization Project, CIP 15551

Recommendation: Authorize the submittal of a federal grant application to the US DOT for the RAISE grant in the amount of \$15,300,000 for the I-680/Sunol Boulevard Interchange Modernization Project, CIP 15551.

7. Receive information and approve recommendation that a parcel on West Jack London Boulevard in unincorporated Alameda County be moved into the City of Livermore Sphere of Influence, and that parcel and another parcel on East Stanley Boulevard both be annexed by the City of Livermore

Item continued to future meeting.

Finance

8. Accept the Monthly Disbursements and Investment Report for December 2023

Recommendation: Accept claim disbursements in the amount of \$19,311,621 and the investment report for the month of December 2023.

Public Works

9. Approve plans and specifications, review bids, and award a construction contract

to Villalobos & Associates, Inc. in the amount of \$720,618 for the Annual Curb and Gutter for Street Resurfacing Project, CIP No. 24509 and approve budget amendments in the Gas Tax Fund

Recommendation:

1. Authorize the City Manager to enter into the construction contract with Villalobos & Associates, Inc.
 2. Authorize the Acting Director of Public Works to approve and execute contract change orders for a project contingency amount of \$72,000 (approximately 10 percent of the contract).
 3. Transfer \$200,000 from the Annual Sidewalk and Intersection Ramp Installations (ADA), CIP No. 24505, to the Annual Curb and Gutter for Street Resurfacing Project, CIP No. 24509.
 4. Transfer \$58,369 from the Annual Sidewalk Maintenance, CIP No. 24512, to the Annual Curb and Gutter for Street Resurfacing Project, CIP No. 24509.
10. Accept public improvements performed by JJ Construction & Design, Inc. for the lighting improvements for the Railroad Parking Lot Project, CIP No. 20462 and approve a budget amendment in the Miscellaneous CIP Fund

Recommendation:

1. Accept the project as complete and authorize the City Clerk to file a Notice of Completion.
2. Authorize the release of the retention in the amount of \$5,900 to JJ Construction & Design, Inc. 30 days after the recordation of the Notice of Completion.
3. Authorize the return of the project's balance of \$40,281 back to the Miscellaneous CIP - General Fund (Fund 201).

MEETING OPEN TO THE PUBLIC

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

Mayor Brown opened public comment. The following individuals provided comment: Sharon Pierkarski.

Mayor Brown closed the public comment.

PUBLIC HEARINGS AND OTHER MATTERS

13. Review and provide direction on the Council ad-hoc subcommittee recommendations regarding the reorganization of the Civic Arts, Human Services, Library, and Parks and Recreation Commissions

Recommendation: Review and provide direction on the Council ad-hoc subcommittee recommendations regarding the reorganization of the Civic Arts, Human Services, Library, and Parks and Recreation Commissions.

Presentation by Heidi Murphy, Director of Library and Recreation.

Mayor Brown opened public comment. The following individuals provided comment: Janice Coleman Knight, Nancy Harrington, Kelly Cousins, Anne Giancola, and Dave Wright.

Mayor Brown closed the public comment.

Councilmember Arkin moved to proceed with recommendation 2 from the report with the amendment to have seven members on each of the four commissions (including one youth member and no alternates), and for the frequency of meetings of all commissions to be six times per year.

Councilmember Nibert made a substitute motion to approve recommendation 2 as written in the report. Motion failed for lack of second.

Councilmember Testa requested an amendment to the main motion for the meeting frequency to be "at least 6 times per year." The amendment to the motion was accepted.

MOTION: It was m/s by Arkin/Balch to approve recommendation number 2 with modification for membership of the four commission to include seven members in total (including one youth member and no alternates), and for the meeting frequency to be at least 6 times per year. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown

Noes: None

Absent: None

12. Accept the FY 2023/24 Mid-Year Budget report and adopt a resolution approving FY 2023/24 budget amendments

Recommendation: Adopt Resolution No. 2024-007 approving Mid-Year adjustments to the FY 2023/24 Budget.

Presentation by Susan Hsieh, Finance Director.

Mayor Brown opened public comment. There being no speakers, Mayor Brown closed the public comment

MOTION:It was m/s by Nibert/Balch to approve the item as recommended. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown

Noes: None

Absent: None

Mayor Brown called a recess at 9:30 p.m. and reconvened the meeting at 9:37 p.m.

2. Enact revisions to Commission and Committee structure: Introduce an ordinance modifying the membership and length of term of the Youth Commission by amending PMC Chapter 2.29; Introduce an ordinance creating the Energy and Environment Commission by adding a new Chapter 2.31 to the PMC, replacing the Committee on Energy and the Environment; Adopt a resolution modifying the membership, updating duties and changing meeting frequency of the Bicycle, Pedestrian and Trails Committee; Adopt a resolution modifying the membership and changing meeting frequency of the Economic Vitality Committee; and, Introduce an Ordinance modifying the duties of the Planning Commission by amending PMC section 2.30.020 and disbanding the Housing Commission by deleting Chapter 2.38

Recommendation: Enact revisions to Commission and Committee structure: Introduce Ordinance No. 2274 modifying the membership and length of term of the Youth Commission by amending PMC Chapter 2.29; Introduce Ordinance No. 2275 creating the Energy and Environment Commission by adding a new Chapter 2.31 to the PMC, replacing the Committee on Energy and the Environment; Adopt Resolution No. 2024-003 modifying the membership, updating duties and changing meeting frequency of the Bicycle, Pedestrian and Trails Committee; Adopt Resolution No. 2024-004 modifying the membership and changing meeting frequency of the Economic Vitality Committee; and, Introduce Ordinance No. 2276 modifying the duties of the Planning Commission by amending PMC section 2.30.020 and disbanding the Housing Commission by deleting Chapter 2.38.

Mayor Brown opened public comment. The following individuals provided comment: Kaya Kunde, Sharon Piekarski, Karishma Parikh, Carys Shannon, and Tejas Prakash.

Mayor Brown closed the public comment.

MOTION:It was m/s by Balch/Arkin to approve the item as recommended with modifications to allow the Bicycle, Pedestrian and Trails Committee to elect their own chair and vice chair, to have the Energy & Environment Commission to meet monthly, and to allow current Youth Commission members to reapply and serve for a third 2-year term if they are eligible. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown

Noes: None

Absent: None

4. Adopt a resolution approving the Affordable Housing Agreement with City Ventures for the Harmony Condominium Project, a residential development at 2025 Santa Rita Road

Recommendation: Adopt Resolution No. 2024-005 approving the Affordable Housing Agreement for the project that allows City Ventures to pay the Affordable Housing Fee.

Ellen Clark, Community Development Director, provided a brief overview of the item and answered questions.

Mayor Brown opened public comment. There being no speakers, Mayor Brown closed the public comment.

MOTION: It was m/s by Nibert/Brown to approve the item as recommended.

Motion passed by the following vote:

Ayes: Councilmembers Balch, Nibert, Mayor Brown

Noes: Councilmembers Arkin, Testa

Absent: None

MATTERS INITIATED BY COUNCIL

None.

COUNCIL REPORTS

Councilmembers reported on regional and local agency meetings attended.

ADJOURNMENT

Mayor Brown adjourned the meeting at 11:04 p.m.

Jocelyn Kwong, City Clerk

CITY COUNCIL AGENDA REPORT

March 19, 2024
Community Development

TITLE: ACTIONS OF THE ZONING ADMINISTRATOR AND PLANNING COMMISSION

P24-0088, Michael Echavia/Cottage Technologies

Application for Administrative Design Review to construct an approximately 12-foot-tall detached open pergola in the rear yard of the existing residence located at 7788 Bernal Avenue.

Approved. (13 days)

P24-0034, Jody Knight/Rogers Electric

Application for Design Review approval to replace 31 existing light fixtures, remove a pole and fixture, replace a pole and fixture, add a new pole and two new fixtures located at an existing financial institution at 6005 Stoneridge Drive.

Approved. (25 days)

Planning Commission, February 28, 2024

Commissioners Present: Anurag Jain, Vivek Mohan, Ken Morgan, Stephanie Wedge, and Chair Matt Gaidos

Commissioners Absent: Brandon Pace

P23-0117, Bruce Myers, Catalyst Development Partners LLC, Tract 8672, 3200 Hopyard

Applications for Design Review (P23-0117) and Vesting Tentative Tract Map 8672 approval pursuant to SB 330 to: 1) demolish an existing church and daycare facility; 2) construct a housing development consisting of 57 attached condominium units including 48 three-story townhomes ranging in size from approximately 1,691 to 2,738 square feet and nine apartment units; and related site improvements; and 3) Vesting Tentative Map.

Action Recommended:

Approve the Design Review application, filed as P23-0177, based on the required findings and subject to the revised draft conditions of approval in Exhibit A.

Approve the Vesting Tentative Tract Map 8672, based on the required findings and subject to the revised draft conditions of approval in Exhibit A.

Find the CEQA Guidelines Section 15183 Consistency Checklist (Exhibit C) for the project is adequate to serve as the environmental documentation for the project and satisfies all the requirements of CEQA.

Action Taken:

Continue the item to March 13 Planning Commission regular meeting, with request for more information regarding traffic analysis, possible project access from Hopyard Road and the possibility of adding more parking spaces within the proposed project.

Vote: 4-1, Gaidos opposed

Prepared by:



Melinda Denis
Zoning Administrator

Submitted by:

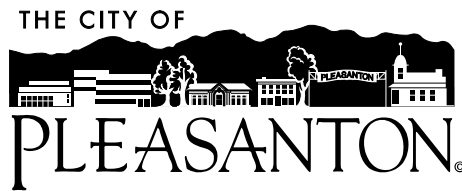


Ellen Clark
Director of Community
Development

Approved by:



Gerry Beaudin
City Manager



MEMORANDUM

Date: February 28, 2024

To: Mayor and City Council

From: Gerry Beaudin, City Manager
Ellen Clark, Director of Community Development

Re: March 5, 2024 – Continued City Council Agenda Item: Livermore Sphere of Influence Amendment and Annexation Request

On February 20, 2024, a City Council member requested a continuance of Agenda Item #7, to receive information and approve a recommendation to amend Pleasanton's Sphere of Influence (SOI) to move a parcel into Livermore's SOI, and for Livermore to annex that and another parcel. This memo provides additional information to City Council with respect to the proposed amendments and staff's recommendation, ahead of the March 5 meeting for the continued item.

Summary of Livermore's Proposal

Livermore is proposing to:

- 1) Request the Local Agency Formation Commission (LAFCO) amend the Pleasanton and Livermore SOIs to include a property just south of Jack London Blvd, known as SMP-39, within Livermore's SOI.
- 2) Request LAFCO approve the annexation of SMP-39, and another property, known as SMP 40, which is located between Stanley Boulevard to the south, and the Livermore City Limit to the north and east.

The SOI amendment and annexation would facilitate the development of SMP-39 and 40 with new light industrial uses that would be within the City of Livermore once annexed. Livermore has requested an indication of the City of Pleasanton's support for the amendment and annexation. Although Pleasanton's agreement or support is not required for LAFCO to take the requested actions, taking a more formal stance supports any position taken by Mayor Brown as an appointed member of the LAFCo Board, and is informative to LAFCO's consideration of Livermore's application.

Location and Boundaries

SMP-39 is currently within Pleasanton's SOI, but outside of its Urban Growth Boundary and Planning Area. It is outside of Livermore's SOI, but within Livermore's UGB and Planning Area

SMP-40 is outside of Pleasanton's SOI, UGB and Planning Area. It is inside Livermore's SOI, UGB and Planning Area

Since the various boundaries affecting the subject properties is important to the Council's considerations, a larger scale version of Figure 2 from the February 20 agenda report is included as Attachment 1 to this memo, to show the various boundaries more clearly. Note that Livermore's SOI boundary is coterminous with Pleasanton's SOI, with Livermore's SOI encompassing the area to the north and east of the boundary; and Pleasanton's SOI the area to the south and west.

Summary of Analysis and Recommendation

As outlined in the February 20 Agenda Report, staff is supportive of Livermore's request, for the following reasons:

- SMP-39 is outside of Pleasanton's voter-approved Urban Growth Boundary, but within Livermore's UGB. The UGB generally reflects the area desired or anticipated to represent the outer limit of urbanized development of the city, as endorsed by the voters. SMP-40 is also within Livermore's UGB, as well as its SOI.
- SMP-39 and 40 are both contiguous to the current Livermore City limit, whereas neither are contiguous to the Pleasanton City limit. Even if the 20-acre Steelwave property (which lies within Pleasanton's SOI and UGB); and SMP-38 were annexed, SMP-39 would still not be contiguous to the new Pleasanton City limit because several other properties separate them.
- SMP-39 and 40 would not be able to be readily served by utilities from Pleasanton, which currently terminate north of Arroyo Mocho and west of El Charro Road. Conversely, due to the adjacency of incorporated Livermore, utilities can be extended relatively easily from Livermore to both properties from the north or east.

For the reasons noted above, it is unlikely that SMP-39 or 40 would ever be developed in Pleasanton; thus, unlikely that Pleasanton would ever have benefitted from any new tax revenue associated with these parcels. Based on consideration of all existing and probably future boundaries, in staff's view it is logical and appropriate for the properties to be annexed and developed in Livermore.



CITY COUNCIL AGENDA REPORT

March 19, 2024
Community Development

TITLE: CONTINUED FROM FEBRUARY 20, 2024 - RECEIVE INFORMATION AND APPROVE RECOMMENDATION THAT A PARCEL ON WEST JACK LONDON BOULEVARD IN UNINCORPORATED ALAMEDA COUNTY BE MOVED INTO THE CITY OF LIVERMORE SPHERE OF INFLUENCE, AND THAT PARCEL AND ANOTHER PARCEL ON EAST STANLEY BOULEVARD BOTH BE ANNEXED BY THE CITY OF LIVERMORE

SUMMARY

Three sites, known as SMP-38, SMP-39 and SMP-40, are vacant former quarry sites located in unincorporated Alameda County, located south of West Jack London Boulevard between El Charro Road and Isabel Avenue, and between the city limits of Pleasanton and Livermore. SMP-38 and SMP-39 are located within the City of Pleasanton's Sphere of Influence (SOI) while SMP-40 is located within Livermore's SOI.

In September 2021, the City of Livermore received applications for the annexation and development of SMP-39 and SMP-40 with commercial/light industrial uses, and an associated request to amend the respective SOIs for SMP-38 and SMP-39 such that all three sites would be within Livermore's SOI, to allow for their annexation into Livermore. (Since initial receipt of the application, at Pleasanton's request, the application has been amended to no longer include a SOI adjustment for SMP-38, which lies closest to Pleasanton.)

Livermore will be holding public hearings with its Planning Commission and City Council in February and March 2024 to consider approval of the proposed development. Livermore's approvals would allow the SOI adjustment and annexation requests for SMP-39 and SMP-40 to be forwarded to the Alameda County Local Area Formation Commission (LAFCO), the body charged with approval of interjurisdictional boundary changes. Livermore has requested the Pleasanton City Council consider a positive recommendation to LAFCO for support of the SOI amendment and annexation of SMP-39 and SMP-40 to Livermore.

Livermore staff has been in close communication with Pleasanton staff throughout the application process, and has provided City staff several opportunities to review and provide comments on the proposed development and its associated CEQA document. Pleasanton staff has found no significant issues with the proposal that would negatively affect Pleasanton. Based on SMP-39 and SMP-40's adjacency to existing Livermore development, proposed industrial use and traffic improvements that address Pleasanton circulation concerns, staff is recommending the City Council support Livermore's proposed SOI amendments and annexation request.

RECOMMENDATION

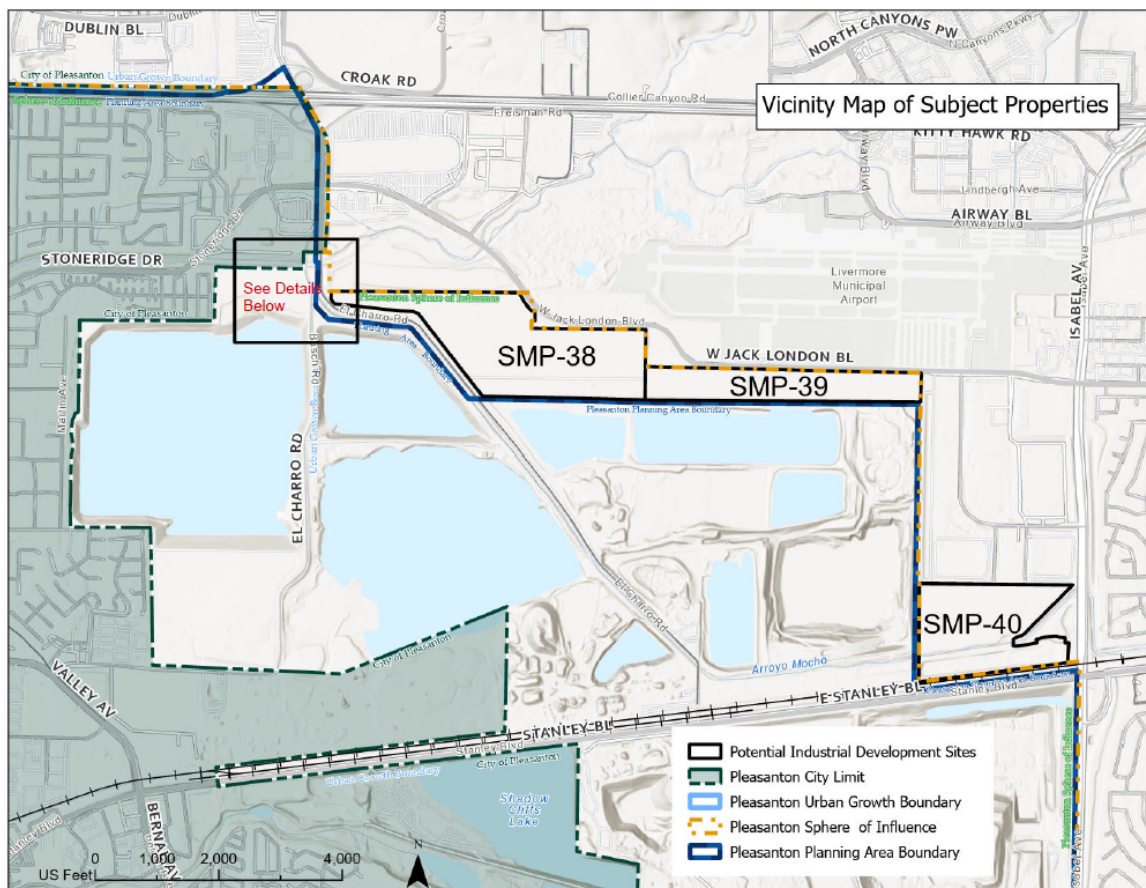
Receive information and consider the recommendation that the vacant parcel known as SMP-39 in unincorporated Alameda County be removed into the SOI of Livermore and that SMP-39,

along with the parcel known as SMP-40, located further east, both be annexed by the City of Livermore.

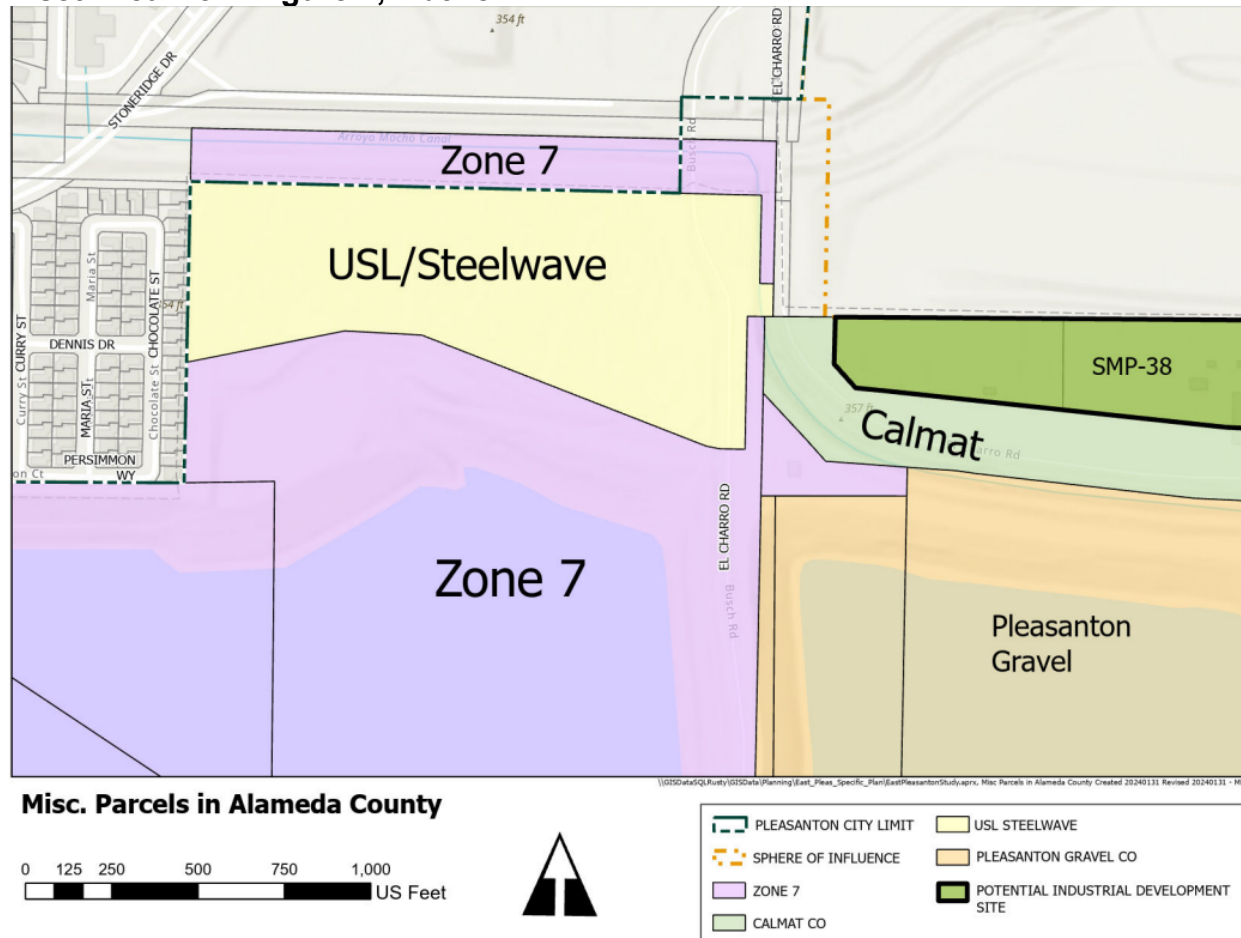
BACKGROUND

Much of the unincorporated area between Pleasanton and Livermore comprises current and former aggregate mining sites, identified by Surface Mining Permit (SMP) numbers. SMP-38, SMP-39 and SMP-40 are three such former surface mining sites, vacant and under private ownership, located south of West Jack London Boulevard (See Figure 1).

Figure 1: Project Site Locations and Surrounding



Inset Area from Figure 1, Above



At various times in recent years, the owners of SMP-38, SMP-39 and SMP-40 have approached both the City of Pleasanton and the City of Livermore seeking to develop the properties with industrial uses. While Pleasanton engaged in initial discussions, the direction to the property owner was to defer the planning and land use for these sites to the East Pleasanton Specific Plan process, which at the time was expected to proceed within 1-2 years. Since that planning has not proceeded, Pleasanton has not established a preferred land use or other policies regarding these parcels, beyond that indicated via their relationship to various planning boundaries (see discussion below).

More recently, in June 2020, City of Livermore staff approached the City of Pleasanton, expressing interest in annexing and considering approval of future industrial development proposed by the property owner on the subject parcels. The initial proposal included annexation into the City of Livermore and, in various phases over time, development of the three sites with light industrial uses. As described below, a proposal for annexation to Livermore would necessitate adjustment of Pleasanton's Sphere of Influence (SOI), which includes SMP-38 and SMP-39.

A formal application was submitted to Livermore in September 2021 for the annexation of SMP-39 and SMP-40. The development of SMP-39 includes a total of up to six light industrial buildings, consisting of up to approximately 755,500 square feet (sf) of new building space,

and associated internal roadways, parking, landscaping, utilities, and other improvements. The development for SMP-40 includes the development of two industrial buildings containing up to approximately 759,275 sf of new building space with related internal roadways, parking, landscaping, utilities, and other improvements. The proposed project would include frontage improvements along SMP-39 and right-of-way dedication for the ultimate buildout of West Jack London Boulevard.

No development plan was proposed for SMP-38, but the long-term intention indicated by Livermore was to also annex and develop this property within Livermore; annexation would also necessitate an SOI amendment. During project review, and based on feedback from Pleasanton staff, SMP-38 is no longer part of the application or proposal to amend the SOI. However, to the extent it has a relationship to the other properties and a bearing on the Council's decision, it is discussed below.

With Livermore staff and CEQA review now complete, the project is scheduled to come to public hearings with Livermore's Planning Commission and City Council in February and March, respectively. Then thereafter to Alameda County LAFCO for a public hearing.

Political Boundaries

Several established boundaries are relevant to the disposition of the parcels/properties in question, including the Sphere of Influence, Planning Area, Urban Growth Boundary, and City Limits. Figure 2 shows the location of the three parcels, relative to these boundaries for Livermore and Pleasanton, respectively. Table 1 summarizes each of these boundaries for both Pleasanton and Livermore.

- **Sphere of Influence:** Both Livermore and Pleasanton have designated Spheres of Influence (SOIs). California Government Code §56076 defines a sphere of influence as a plan for the probable physical boundaries and service area of a local agency, as determined by LAFCO. LAFCO most recently adopted Pleasanton's SOI, and that of all jurisdictions within Alameda County, in January 2018. Per these adopted boundaries, SMP 38 and SMP 39 are located inside Pleasanton's SOI and outside Livermore's SOI. SMP 40 is within the SOI of Livermore.
- **Planning Area:** In accordance with California Government Code §65300, the planning area encompasses an area within which the city designates the future use of land "bearing a relation to the city's planning." In this case, all three parcels are outside Pleasanton's Planning Area, but inside Livermore's Planning Area.
- **City Limits:** The City limits reflect the lands currently a part of the incorporated City of Pleasanton (or Livermore). As noted, all of the parcels are outside both the City Limits of Pleasanton and Livermore.
- **Urban Growth Boundary (UGB):** The Pleasanton General Plan indicates the urban growth boundary is a line distinguishing land generally suitable for urban development from land generally suitable for long-term open-space protection. The intent of the UGB is to permanently define the line beyond which urban development may not occur. The City's 1996 General Plan established a UGB and Pleasanton voters ratified the UGB with approval of Measure FF, also in 1996. All three parcels are outside Pleasanton's

UGB and inside Livermore's UGB.

Figure 2: City Boundaries, Planning Areas and UGBs

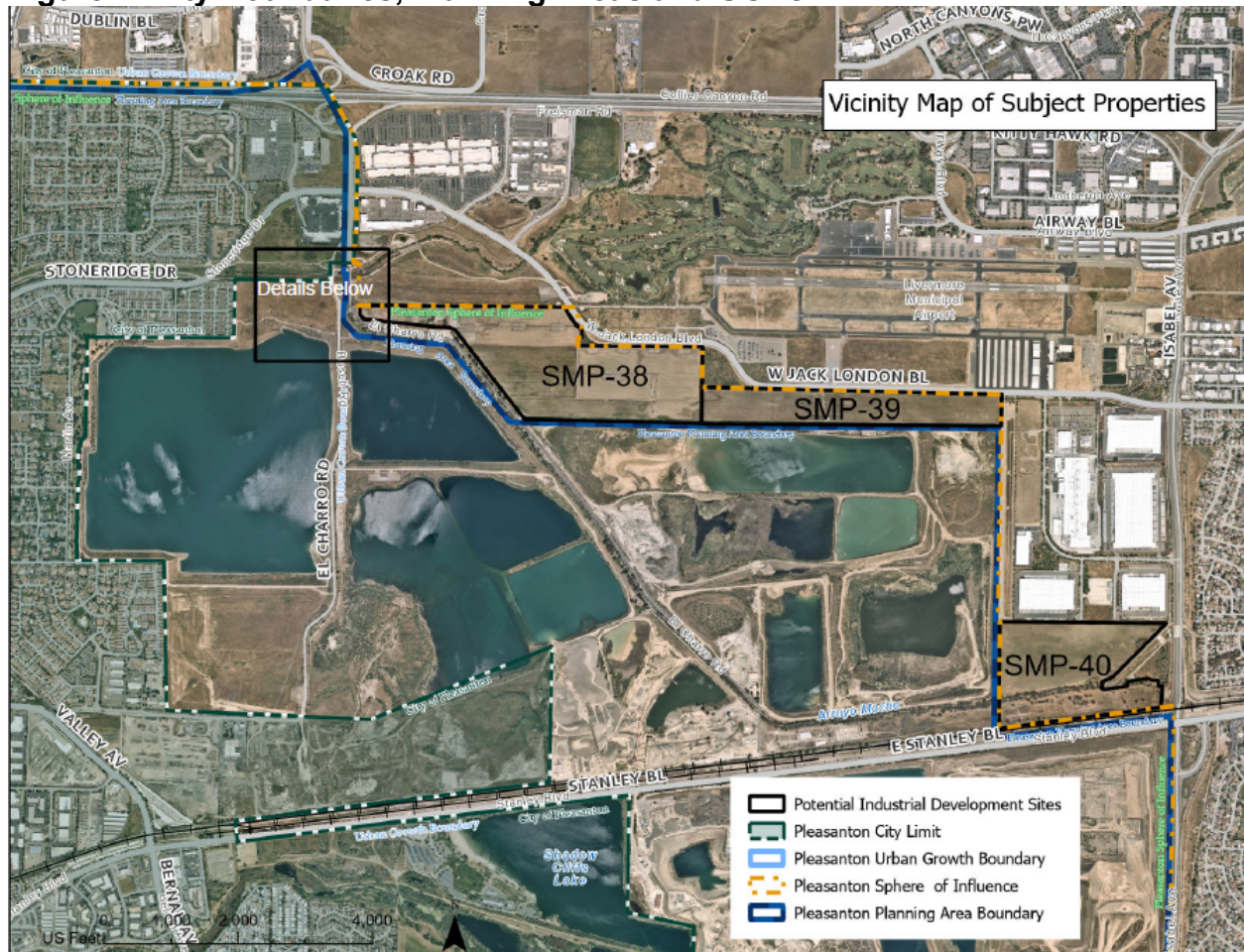


Table 1: Summary of Planning and Jurisdictional Boundaries

	SMP 38	SMP 39	SMP 40
City Limit Line			
Pleasanton	Outside	Outside	Outside
Livermore	Outside	Outside	Outside
Urban Growth Boundary			
Pleasanton	Outside	Outside	Outside
Livermore	Inside	Inside	Inside
Sphere of Influence			
Pleasanton	Inside	Inside	Outside
Livermore	Outside	Outside	Inside
Planning Area Boundary			
Pleasanton	Outside	Outside	Outside
Livermore	Inside	Inside	Inside

Each county has a LAFCO. Alameda County LAFCO describes itself as: "LAFCO is a state-

mandated local agency that oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and the consolidation of existing agencies.” As such, Alameda County LAFCO is the body responsible for approving boundary changes and annexations between jurisdictions in the county. It is governed by a Board of Commissioners that currently includes representatives from the City Councils of Pleasanton, Livermore, and Dublin, the Alameda County Board of Supervisors, several County Special Districts, and two at-large members. Mayor Brown currently serves on the LAFCO Commission as commission chair.

SMP-38 and SMP-39 are located within Pleasanton’s SOI, indicating the intent for these two parcels to be annexed to Pleasanton when developed. Accordingly, for Livermore to annex these parcels, modification of the two cities’ SOIs is required. Both modification of the SOI and annexation are actions requiring LAFCO approval. Although LAFCO is solely responsible for approving SOI amendments (i.e., City approval is not a pre-requisite for approval of an SOI amendment), its governing regulations strongly encourage collaboration and consensus among LAFCO, and affected cities, the County, property owners and others in establishing SOIs.

SMP-40 is within Livermore’s SOI; hence, its annexation to Livermore would not require Pleasanton agreement, although the City’s comments or concerns would be taken into account by the LAFCO Board when making a decision regarding annexation.

All three properties are located outside Pleasanton’s Planning Area. The parcels are not specifically discussed in the Pleasanton General Plan. Nevertheless, the General Plan does acknowledge that the quarry land between the city limits of Pleasanton and Livermore provides a valuable separator between the two cities.

Table 2 summarizes the Pleasanton, Livermore, and Alameda County General Plan land use designations for the three parcels.

Table 2: General Plan Land Use Designations

	SMP 38	SMP 39	SMP 40
Pleasanton	No General Plan land use designation (all three sites are outside Planning Area as defined by the Pleasanton General Plan)		
Livermore	Limited Agriculture, Parks, Trailways, Recreation Areas, and Sand and Gravel	Parks, Trailways, Recreation Areas, and Sand and Gravel	Parks, Trailways, Recreation Areas, and Sand and Gravel
Alameda County (East County Area Plan)	All three sites are designated Industrial		

DISCUSSION

Livermore’s staff has been in regular communication with Pleasanton staff during the course of processing the application and has invited comments and feedback from City staff during that process. City staff has reviewed the application materials in detail, as well as the Draft EIR that was prepared and circulated between August 30, 2023, and October 13, 2023. In staff’s

review, no adverse environmental effects or traffic impacts would result from development of the parcels. The projects, when developed, would include a number of mitigations including the widening and improvement of Jack London Boulevard to accommodate project and other traffic. Additionally, Livermore's City Council will review and certify the prepared EIR and use it as the basis for subsequent LAFCO approvals.

On review of Livermore's proposal, staff believes the development of SMP-39 and SMP-40 within the City of Livermore has merit. Both properties are contiguous to Livermore City Limits, whereas several intervening (unincorporated) parcels separate them from the Pleasanton City Limit. As outlined above, while SMP-39 is included in Pleasanton's SOI, it is outside Pleasanton's adopted Urban Growth Boundary and Planning Area; whereas it is within the equivalent boundaries for Livermore.

The two parcels would most readily be served by utilities within the City of Livermore, rather than from Pleasanton. The availability of utilities in that easterly area from Pleasanton is unknown at this time, and will likely be dependent on the development outcomes for intervening parcels that lie between the subject properties and Pleasanton. The City is currently processing an application for annexation and development of a 20.4-acre parcel immediately to the east of the Pleasanton City Limits, within the UGB, owned by USL/Steelwave. While, if approved, this annexation would reduce the size of the future annexation area needed to connect SMP-39 to Pleasanton, such annexation would involve the intervening SMP-38 as well as a series of small parcels, with multiple landowners, the majority of whom would have to agree to annexation. The proposed SOI change would retain the parcel closest to Pleasanton (SMP-38) within the current SOI, giving the City discretion to determine the most appropriate disposition of this site in the future.

The largest factor weighing against support for the project is the hypothetical loss of property tax and sales tax that could come to Pleasanton if the properties were inside the City limit. However, given that these parcels lie outside the UGB (potentially requiring voter approval to modify or expand the UGB, by necessity they require annexation. Given these obstacles, and factors outlined above, the likelihood of the parcels developing in Pleasanton in the foreseeable future is very low. The City has not relied on projected revenue from development of these sites in any long-range financial forecasts.

If the City Council agrees with staff's analysis that it is logical for SMP-39 to be moved into Livermore's SOI, and that both SMP 39 and SMP-40 be annexed to Livermore for the proposed industrial development, then the City Manager will provide such a letter to Livermore and LAFCO.

If the SOI amendment is approved by Alameda LAFCO, the next time the City Council amends the General Plan for another project, staff will also include a consistency amendment to Page 1-10 and Figure 1-1 which describes/illustrates the SOI, to reflect the SOI changes. Combining General Plan amendments is necessary because state law limits the City to only four amendments each year of any element of the General Plan. (See Cal. Government Code 65358(b)).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City of Livermore, as lead agency prepared and circulated a Draft Environmental Impact Report, on which Pleasanton staff had the opportunity to review and provide

comments. The Livermore City Council will consider certification of the Final EIR as part of its approvals of the proposed development and annexation. The EIR will also be used by LAFCO in its consideration of the SOI amendment and annexation requests. No further environmental review is required by the City of Pleasanton to support the requested recommendation by the Pleasanton City Council.

EQUITY AND SUSTAINABILITY

Not applicable; this is a routine item of City business.

OUTREACH

Not applicable; this is a routine item of City business.

STRATEGIC PLAN ALIGNMENT

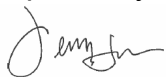
Not applicable; this is a routine item of City business.

FISCAL IMPACT

Moving SMP-39 into the SOI of Livermore would allow Livermore to annex the site, and in so doing, benefit from a share of increased property tax, sales tax, etc., generated from future development of the site. To the extent Pleasanton may have similarly desired to annex the site, the decision would forego any additional incremental revenues for Pleasanton that may be generated by these parcels. However, Pleasanton would also be required to provide City utilities and public services to these sites, which would offset such revenues. Further, when an unincorporated site is annexed to a city, a negotiation occurs between the county and the annexing city, to determine how taxes will be shared between the two agencies.

Since these agreements have not been developed, nor has a fiscal impact evaluation been prepared, it is not possible to place a precise figure on the relative costs and benefits of annexation of SMP-39 to Livermore versus Pleasanton. It should be noted that, while an important consideration, the financial implications are just one consideration among many whether the City should support the proposal, including the location of the parcel, and the likelihood and feasibility of annexation by Pleasanton in the foreseeable future, as outlined elsewhere in this report.

Prepared by:



Jenny Soo, Associate
Planner

Submitted by:



Ellen Clark, Director of Community
Development

Approved by:



Gerry Beaudin, City
Manager

Attachments:

None

March 19, 2024
Finance

TITLE: ACCEPT THE MONTHLY DISBURSEMENTS AND INVESTMENT REPORT FOR JANUARY 2024

SUMMARY

Attached is the City's monthly disbursements and investment report for the month of January 2024.

RECOMMENDATION

Accept claim disbursements in the amount of \$12,858,581 and the investment report for the month of January 2024.

BACKGROUND

The City's Investment Policy requires the Director of Finance to submit a monthly transaction report to the City Council within 60 days of the end of the reporting period in accordance with California Government Code Section 53607.

The Investment Policy also requires the Director of Finance to submit a quarterly report to the City Council on the status of the City's investment portfolio no later than 45 days after the end of each month. This report shall include the types of investments, the amount of money invested with various institutions, purchase and maturity dates, and yield on investments. The Director of Finance certifies that the investment portfolio is in compliance with the investment policy and that it will meet cash flow needs for the next six months.

The staff report also includes check and electronic payment information for January 2024.

DISCUSSION

Monthly disbursements and investment report provides transparency of the City's financial transactions and payments for review by the City Council.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

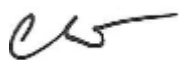
There is no fiscal impact associated with this action.

Prepared by:



Thinh Lucero, Supervising
Senior Accountant

Submitted by:



Susan Hsieh, Director of Finance

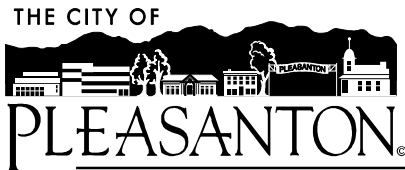
Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Disbursements and Investment Report



JANUARY 2024 DISBURSEMENTS

CHECK REGISTER*

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
1/4/2024	59258-59339	\$ 567,620
1/12/2024	59344-59473	1,423,059
1/16/2024	59487-59488	17,986
1/18/2024	59489-59623	993,264
1/19/2024	59627	206,383
1/25/2024	59628-59748	1,904,843
1/26/2024	59759	195,343
		<u>\$ 5,308,498</u>

ACH PAYMENTS

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
1/4/2024	59340-59343	\$ 1,959,764
1/12/2024	59474-59486	579,924
1/18/2024	59624-59626	40,986
1/25/2024	59749-59758	422,973

Payroll & Tax related ACH Payments	1,231,066
	<u>\$ 4,234,712</u>

WIRE TRANSFERS

	<u>AMOUNT</u>
HUD 108 wire transfer	\$ 8,255
Investment of Funds	-
Wire Transfers Net of Investments	<u>\$ 8,255</u>

PAYROLL TRANSFERS

<u>DATE</u>	<u>AMOUNT</u>
1/11/2024	\$ 1,715,146
1/25/2024	1,591,970
	<u>\$ 3,307,117</u>

TOTAL DISBURSEMENTS	<u><u>\$ 12,858,581</u></u>
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* Detailed registers available upon request.



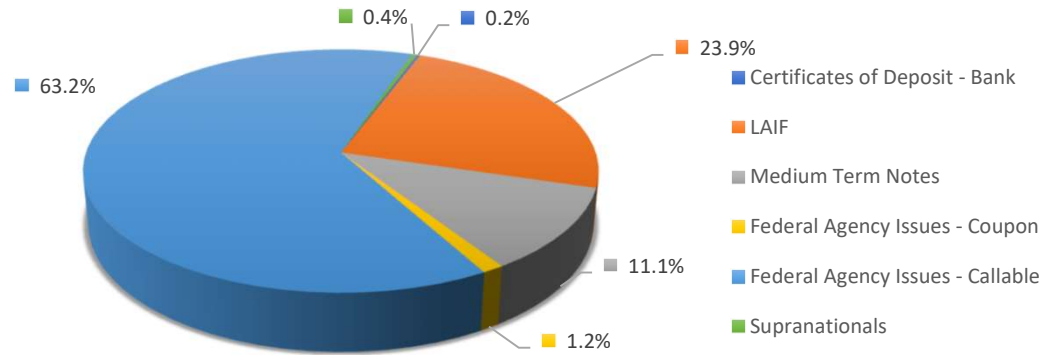
Portfolio Snapshot

January 31, 2024

Portfolio Characteristics

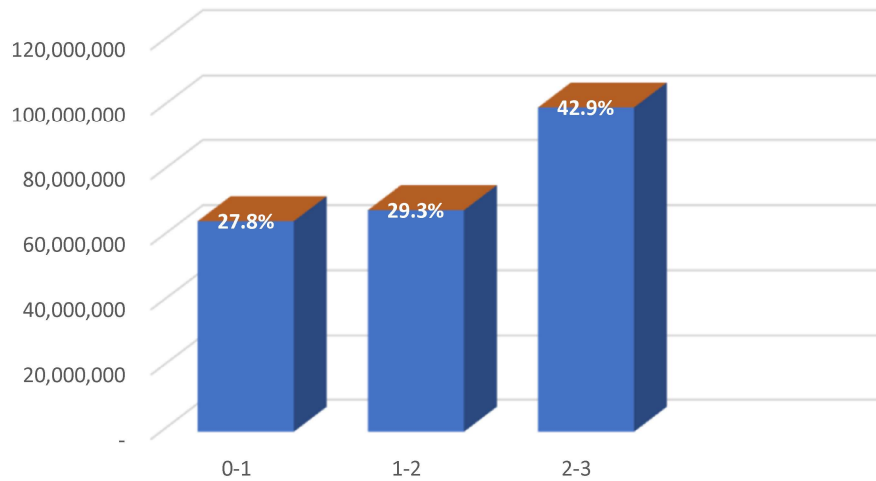
Total Market Value	\$233,245,561
Effective Rate of Return	1.49%
Average Days to Maturity	580

Sector Allocation*

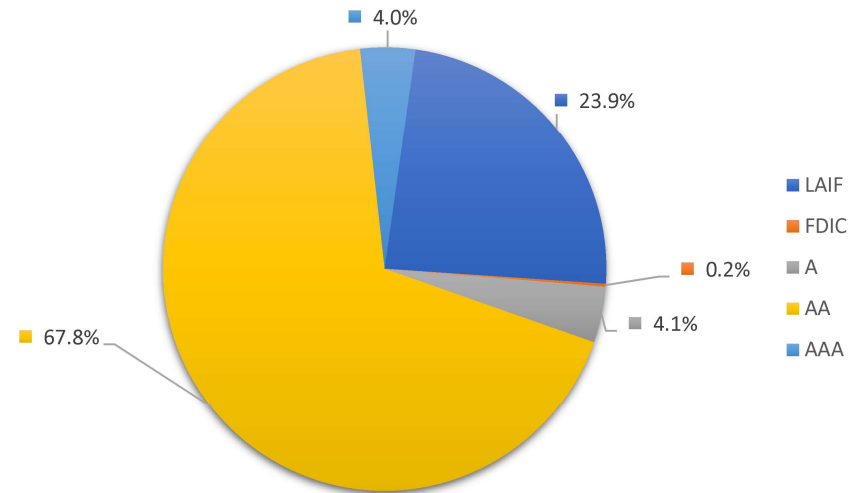


*Based on Market value

Maturity Distribution



Assigned Credit Ratings of Investments





CITY OF PLEASANTON
Portfolio Management
Portfolio Summary
January 31, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	491,206.57	491,206.57	491,206.57	0.20	560	75	2.110	2.139
LAIF	56,000,000.00	55,638,415.34	56,000,000.00	22.73	1	1	3.957	4.012
Medium Term Notes	26,970,000.00	25,884,735.30	27,513,515.08	11.17	1,801	502	1.573	1.594
Federal Agency Issues - Coupon	3,000,000.00	2,774,970.00	2,995,657.09	1.22	1,825	1,054	1.262	1.280
Federal Agency Issues - Callable	158,630,000.00	147,538,904.20	158,420,440.80	64.29	1,822	789	0.903	0.916
Supranationals	1,000,000.00	917,330.00	980,200.00	0.40	1,704	756	0.922	0.935
	246,091,206.57	233,245,561.41	246,401,019.54	100.00%	1,403	580	1.679	1.702
Investments								

Total Earnings	January 31	Month Ending	Fiscal Year To Date
Current Year	294,540.08		2,013,136.67
Average Daily Balance	247,834,511.04		228,715,413.54
Effective Rate of Return	1.40%		1.49%

I hereby certify that, to the best of my knowledge, this report includes all investments in the cash management program, is in accordance with the City's current investment policy dated June 20, 2023 and will meet the City's cash flow needs for the next six months. Market value amounts are from Bank of New York Mellon (safekeeping bank) month-end statements. Book value amounts include premiums or discounts and are adjusted at year end on the general ledger.

3/1/2024

SUSAN HSIEH, DIRECTOR OF FINANCE

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
January 31, 2024

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS 1093	1093	Fremont Bank		04/21/2023	230,000.00	230,000.00	230,000.00	4.000	3.945	4.000	80	04/21/2024
UBB1091	1091	United Business Bank		04/11/2022	261,206.57	261,206.57	261,206.57	0.500	0.493	0.500	70	04/11/2024
Subtotal and Average			491,206.57		491,206.57	491,206.57	491,206.57		2.110	2.139	75	
LAIF												
SYS5	5	LOCAL AGENCY INVESTMENT FUND			56,000,000.00	55,638,415.34	56,000,000.00	4.012	3.957	4.012	1	
Subtotal and Average			56,677,419.35		56,000,000.00	55,638,415.34	56,000,000.00		3.957	4.012	1	
Medium Term Notes												
88579YBH3	6053	3M Company		02/14/2020	2,000,000.00	1,934,480.00	2,016,869.48	2.000	1.798	1.823	379	02/14/2025
037833CU2	6045	Apple Inc.		05/03/2019	2,000,000.00	1,985,480.00	2,009,000.00	2.850	2.716	2.753	100	05/11/2024
037833DM9	6048	Apple Inc.		01/07/2020	1,040,000.00	1,019,543.20	1,040,000.00	1.800	1.775	1.800	223	09/11/2024
037833DF4	6049	Apple Inc.		01/13/2020	1,000,000.00	980,490.00	1,037,212.20	2.750	1.938	1.965	347	01/13/2025
037833EB2	6065	Apple Inc.		02/08/2021	2,000,000.00	1,857,520.00	1,996,860.00	0.700	0.722	0.732	738	02/08/2026
037833BY5	6066	Apple Inc.		02/23/2021	3,000,000.00	2,930,010.00	3,331,380.00	3.250	0.967	0.981	753	02/23/2026
46632FSCO	6068	JPMorgan Chase Bank NA		06/22/2021	3,000,000.00	2,699,760.00	3,000,000.00	1.100	1.085	1.100	872	06/22/2026
69371RQ25	6062	PACCAR FINANCIAL CORP		03/31/2020	1,330,000.00	1,308,414.10	1,294,196.40	2.150	2.770	2.808	196	08/15/2024
89236TGL3	6046	Toyota Motor Credit Corp		10/24/2019	1,600,000.00	1,567,008.00	1,599,984.00	2.000	1.973	2.000	249	10/07/2024
89236THW8	6067	Toyota Motor Credit Corp		03/09/2021	3,000,000.00	2,790,090.00	2,959,140.00	0.800	1.075	1.090	708	01/09/2026
89788JAA7	6058	Truist Bank		03/13/2020	2,000,000.00	1,919,780.00	1,969,486.00	1.500	1.796	1.821	403	03/10/2025
30231GAF9	6056	EXXON MOBIL CORPORATION		03/11/2020	3,000,000.00	2,931,180.00	3,145,587.00	2.709	1.667	1.690	399	03/06/2025
30231GBH4	6064	EXXON MOBIL CORPORATION		04/20/2020	2,000,000.00	1,960,980.00	2,113,800.00	2.992	1.753	1.777	412	03/19/2025
Subtotal and Average			28,269,587.23		26,970,000.00	25,884,735.30	27,513,515.08		1.573	1.594	502	
Federal Agency Issues - Coupon												
3130AQF65	3576	FEDERAL HOME LOAN BANK		12/22/2021	3,000,000.00	2,774,970.00	2,995,657.09	1.250	1.262	1.280	1,054	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,774,970.00	2,995,657.09		1.262	1.280	1,054	
Federal Agency Issues - Callable												
3133ELQ49	4537	FEDERAL FARM CREDIT BANK		07/06/2020	3,000,000.00	2,837,580.00	2,997,750.00	0.700	0.706	0.715	515	06/30/2025
3133EMBJ0	4548	FEDERAL FARM CREDIT BANK		10/05/2020	3,340,000.00	3,130,982.80	3,336,660.00	0.530	0.543	0.550	606	09/29/2025
3133EMUK6	4575	FEDERAL FARM CREDIT BANK		03/25/2021	3,000,000.00	2,798,070.00	3,000,000.00	1.050	1.036	1.050	783	03/25/2026
3133EMH21	4595	FEDERAL FARM CREDIT BANK		06/24/2021	3,000,000.00	2,770,350.00	2,997,000.00	0.900	0.908	0.921	865	06/15/2026
3130AJZ36	4544	FEDERAL HOME LOAN BANK		08/27/2020	3,000,000.00	2,819,100.00	2,997,000.00	0.600	0.612	0.620	573	08/27/2025
3130AKGD2	4553	FEDERAL HOME LOAN BANK		11/25/2020	3,000,000.00	2,793,540.00	2,996,250.00	0.570	0.587	0.595	663	11/25/2025
3130AKQ74	4555	FEDERAL HOME LOAN BANK		01/22/2021	3,000,000.00	2,791,650.00	3,000,000.00	0.625	0.616	0.625	721	01/22/2026
3130AKRN8	4557	FEDERAL HOME LOAN BANK		01/28/2021	3,000,000.00	2,790,600.00	3,000,000.00	0.650	0.641	0.650	727	01/28/2026
3130AKXQ4	4558	FEDERAL HOME LOAN BANK		02/12/2021	3,000,000.00	2,784,450.00	3,000,000.00	0.600	0.109	0.110	742	02/12/2026

Portfolio PLST
CC
PM (PRF_PM2) 7.3.11

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
January 31, 2024

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Federal Agency Issues - Callable												
3130AKZ25	4559	FEDERAL HOME LOAN BANK		02/26/2021	3,000,000.00	2,782,710.00	3,000,000.00	0.650	0.641	0.650	756	02/26/2026
3130AL3S1	4560	FEDERAL HOME LOAN BANK		02/17/2021	3,000,000.00	2,784,930.00	3,000,000.00	0.625	0.616	0.625	747	02/17/2026
3130AL5X8	4561	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,781,150.00	3,000,000.00	0.650	0.641	0.650	754	02/24/2026
3130AKXJ0	4562	FEDERAL HOME LOAN BANK		02/24/2021	3,125,000.00	2,896,187.50	3,122,500.00	0.600	0.608	0.616	754	02/24/2026
3130ALCV4	4563	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,779,650.00	3,000,000.00	0.750	0.740	0.750	754	02/24/2026
3130ALDN1	4565	FEDERAL HOME LOAN BANK		03/16/2021	3,000,000.00	2,785,440.00	3,000,000.00	0.800	0.789	0.800	774	03/16/2026
3130ALGC2	4569	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,788,230.00	3,000,000.00	0.875	0.863	0.875	781	03/23/2026
3130ALMM3	4571	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,793,720.00	3,000,000.00	1.000	0.986	1.000	788	03/30/2026
3130ALGR9	4572	FEDERAL HOME LOAN BANK		03/15/2021	3,000,000.00	2,794,410.00	2,989,560.00	0.850	0.909	0.922	756	02/26/2026
3130ALGR9	4574	FEDERAL HOME LOAN BANK		03/18/2021	3,000,000.00	2,794,410.00	2,985,960.00	0.850	0.934	0.947	756	02/26/2026
3130ALGC2	4576	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,788,230.00	2,987,700.00	0.875	0.946	0.959	781	03/23/2026
3130ALGR9	4577	FEDERAL HOME LOAN BANK		03/22/2021	3,000,000.00	2,794,410.00	2,982,510.00	0.850	0.958	0.971	756	02/26/2026
3130ALNT7	4578	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,792,520.00	2,998,050.00	0.980	0.980	0.993	788	03/30/2026
3130ALGR9	4579	FEDERAL HOME LOAN BANK		03/31/2021	3,000,000.00	2,794,410.00	2,978,517.00	0.850	0.986	1.000	756	02/26/2026
3130ALUC6	4580	FEDERAL HOME LOAN BANK		04/15/2021	3,000,000.00	2,793,630.00	2,995,500.00	1.020	1.036	1.051	804	04/15/2026
3130ALMM3	4581	FEDERAL HOME LOAN BANK		04/05/2021	3,000,000.00	2,793,720.00	2,996,250.00	1.000	1.012	1.026	788	03/30/2026
3130AMCL4	4585	FEDERAL HOME LOAN BANK		05/20/2021	2,795,000.00	2,594,095.40	2,795,000.00	1.020	1.006	1.020	838	05/19/2026
3130AMH62	4587	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,781,150.00	2,998,500.00	1.000	0.996	1.010	845	05/26/2026
3130AMGW6	4588	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,779,860.00	2,998,950.00	0.980	0.974	0.987	845	05/26/2026
3130AMHB1	4590	FEDERAL HOME LOAN BANK		06/02/2021	2,750,000.00	2,541,907.50	2,746,562.50	0.875	0.888	0.901	845	05/26/2026
3130AMH62	4591	FEDERAL HOME LOAN BANK		06/02/2021	1,500,000.00	1,390,575.00	1,500,000.00	1.000	0.986	1.000	845	05/26/2026
3130AMSL7	4592	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,775,300.00	3,000,000.00	1.030	1.016	1.030	880	06/30/2026
3130AMYA4	4594	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,780,580.00	3,000,000.00	1.070	1.055	1.070	880	06/30/2026
3130AN2Q2	4596	FEDERAL HOME LOAN BANK		06/30/2021	1,500,000.00	1,386,630.00	1,500,000.00	1.000	0.986	1.000	880	06/30/2026
3130AMWK4	4597	FEDERAL HOME LOAN BANK		07/14/2021	3,000,000.00	2,770,980.00	2,999,250.00	1.020	1.011	1.025	894	07/14/2026
3130AP2P9	4598	FEDERAL HOME LOAN BANK		09/30/2021	3,000,000.00	2,744,760.00	2,983,500.00	0.920	1.019	1.033	972	09/30/2026
3130APC94	4599	FEDERAL HOME LOAN BANK		10/14/2021	3,000,000.00	2,753,100.00	2,997,750.00	1.070	1.071	1.085	986	10/14/2026
3130APU78	4600	FEDERAL HOME LOAN BANK		12/09/2021	530,000.00	487,626.50	526,947.20	1.300	1.401	1.421	1,027	11/24/2026
3130APUR4	4601	FEDERAL HOME LOAN BANK		12/09/2021	1,840,000.00	1,692,892.00	1,829,401.60	1.300	1.401	1.421	1,027	11/24/2026
3130APVC6	4602	FEDERAL HOME LOAN BANK		12/09/2021	3,000,000.00	2,765,130.00	2,988,000.00	1.375	1.439	1.459	1,034	12/01/2026
3130AQEC3	4603	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,758,590.00	3,000,000.00	1.370	1.351	1.370	1,063	12/30/2026
3130AQEF6	4604	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,759,010.00	2,998,500.00	1.375	1.366	1.385	1,063	12/30/2026
3130AQG80	4605	FEDERAL HOME LOAN BANK		01/03/2022	3,000,000.00	2,762,760.00	2,999,250.00	1.420	1.406	1.425	1,062	12/29/2026
3130AQG80	4606	FEDERAL HOME LOAN BANK		01/10/2022	3,000,000.00	2,762,760.00	2,982,750.00	1.420	1.519	1.541	1,062	12/29/2026
3130AQLD3	4607	FEDERAL HOME LOAN BANK		02/08/2022	3,000,000.00	2,790,840.00	2,975,010.00	1.750	1.900	1.926	1,092	01/28/2027
3130AQW66	4608	FEDERAL HOME LOAN BANK		03/08/2022	3,000,000.00	2,818,260.00	2,995,500.00	2.080	2.083	2.112	1,120	02/25/2027
3134GVZ68	4535	FREDDIE MAC		06/23/2020	3,000,000.00	2,844,870.00	2,998,950.00	0.700	0.697	0.707	508	06/23/2025
3134GWA55	4545	FREDDIE MAC		09/09/2020	3,000,000.00	2,817,330.00	2,998,950.00	0.650	0.648	0.657	586	09/09/2025

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Federal Agency Issues - Callable												
3134GWW93	4547	FREDDIE MAC		09/30/2020	3,000,000.00	2,805,480.00	3,000,000.00	0.550	0.542	0.550	607	09/30/2025
3134GWWT9	4549	FREDDIE MAC		10/07/2020	3,000,000.00	2,813,040.00	2,997,600.00	0.550	0.559	0.566	607	09/30/2025
3134GW3F1	4550	FREDDIE MAC		10/28/2020	3,000,000.00	2,806,620.00	3,000,000.00	0.600	0.592	0.600	635	10/28/2025
3134GXDM3	4554	FREDDIE MAC		12/01/2020	3,000,000.00	2,793,630.00	3,000,000.00	0.620	0.612	0.620	669	12/01/2025
3136G4YH0	4538	FEDERAL NATIONAL MORTGAGE ASSN		07/14/2020	3,250,000.00	3,082,657.50	3,248,862.50	0.700	0.697	0.707	529	07/14/2025
3136G4A45	4541	FEDERAL NATIONAL MORTGAGE ASSN		07/22/2020	3,000,000.00	2,843,280.00	3,000,000.00	0.710	0.700	0.710	537	07/22/2025
3135GA3W9	4552	FEDERAL NATIONAL MORTGAGE ASSN		11/25/2020	3,000,000.00	2,795,070.00	3,000,000.00	0.600	0.592	0.600	663	11/25/2025
3135G06R9	4556	FEDERAL NATIONAL MORTGAGE ASSN		01/28/2021	3,000,000.00	2,786,040.00	3,000,000.00	0.550	0.542	0.550	727	01/28/2026
Subtotal and Average			158,420,440.80		158,630,000.00	147,538,904.20	158,420,440.80		0.903	0.916	789	
Supranationals												
45950VPS9	7000	International Finance Corp		06/28/2021	1,000,000.00	917,330.00	980,200.00	0.500	0.922	0.935	756	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	917,330.00	980,200.00		0.922	0.935	756	
Total and Average			247,834,511.04		246,091,206.57	233,245,561.41	246,401,019.54		1.679	1.702	580	

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Certificates of Deposit - Bank													
SYS 1093	1093	FREMON		04/21/2023	230,000.00	230,000.00	230,000.00	4.000	80	4.000	7,208.77	0.00	04/21/2024
UBB1091	1091	VCB		04/11/2022	261,206.57	261,206.57	261,206.57	0.500	70	0.500	2,365.17	0.00	04/11/2024
Subtotal and Average			491,206.57		491,206.57	491,206.57	491,206.57	2.139	75	2.139	9,573.94	0.00	
LAIF													
SYS5	5	LAIF			56,000,000.00	55,638,415.34	56,000,000.00	4.012	1	4.012	159,400.10	-361,584.66	
Subtotal and Average			56,677,419.35		56,000,000.00	55,638,415.34	56,000,000.00	4.012	1	4.012	159,400.10	-361,584.66	
Medium Term Notes													
88579YBH3	6053	3M		02/14/2020	2,000,000.00	1,934,480.00	2,016,869.48	2.000	379	1.822	18,555.56	-82,389.48	02/14/2025
037833CU2	6045	APPL		05/03/2019	2,000,000.00	1,985,480.00	2,009,000.00	2.850	100	2.753	12,666.67	-23,520.00	05/11/2024
037833DM9	6048	APPL		01/07/2020	1,040,000.00	1,019,543.20	1,040,000.00	1.800	223	1.799	7,280.00	-20,456.80	09/11/2024
037833DF4	6049	APPL		01/13/2020	1,000,000.00	980,490.00	1,037,212.20	2.750	347	1.964	1,375.00	-56,722.20	01/13/2025
037833EB2	6065	APPL		02/08/2021	2,000,000.00	1,857,520.00	1,996,860.00	0.700	738	0.732	6,727.78	-139,340.00	02/08/2026
037833BY5	6066	APPL		02/23/2021	3,000,000.00	2,930,010.00	3,331,380.00	3.250	753	0.980	42,791.67	-401,370.00	02/23/2026
46632FSCO	6068	JP		06/22/2021	3,000,000.00	2,699,760.00	3,000,000.00	1.100	872	1.100	3,575.00	-300,240.00	06/22/2026
69371RQ25	6062	PCAR		03/31/2020	1,330,000.00	1,308,414.10	1,294,196.40	2.150	196	2.808	13,185.47	14,217.70	08/15/2024
89236TGL3	6046	TOYOTA		10/24/2019	1,600,000.00	1,567,008.00	1,599,984.00	2.000	249	2.000	10,133.33	-32,976.00	10/07/2024
89236THW8	6067	TOYOTA		03/09/2021	3,000,000.00	2,790,090.00	2,959,140.00	0.800	708	1.090	1,466.66	-169,050.00	01/09/2026
89788JAA7	6058	TRU		03/13/2020	2,000,000.00	1,919,780.00	1,969,486.00	1.500	403	1.821	11,750.00	-49,706.00	03/10/2025
30231GAF9	6056	XOM		03/11/2020	3,000,000.00	2,931,180.00	3,145,587.00	2.709	399	1.689	32,733.75	-214,407.00	03/06/2025
30231GBH4	6064	XOM		04/20/2020	2,000,000.00	1,960,980.00	2,113,800.00	2.992	412	1.777	21,941.33	-152,820.00	03/19/2025
Subtotal and Average			28,269,587.23		26,970,000.00	25,884,735.30	27,513,515.08	2.041	502	1.594	184,182.22	-1,628,779.78	
Federal Agency Issues - Coupon													
3130AQF65	3576	FHLB		12/22/2021	3,000,000.00	2,774,970.00	2,995,657.09	1.250	1054	1.280	4,166.66	-220,687.09	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,774,970.00	2,995,657.09	1.250	1054	1.280	4,166.66	-220,687.09	
Federal Agency Issues - Callable													
3133ELQ49	4537	FFCB		07/06/2020	3,000,000.00	2,837,580.00	2,997,750.00	0.700	515	0.715	1,808.33	-160,170.00	06/30/2025
3133EMBJ0	4548	FFCB		10/05/2020	3,340,000.00	3,130,982.80	3,336,660.00	0.530	606	0.550	5,999.01	-205,677.20	09/29/2025
3133EMUK6	4575	FFCB		03/25/2021	3,000,000.00	2,798,070.00	3,000,000.00	1.050	783	1.050	11,025.00	-201,930.00	03/25/2026
3133EMH21	4595	FFCB		06/24/2021	3,000,000.00	2,770,350.00	2,997,000.00	0.900	865	0.920	3,450.00	-226,650.00	06/15/2026
3130AJZ36	4544	FHLB		08/27/2020	3,000,000.00	2,819,100.00	2,997,000.00	0.600	573	0.620	7,700.00	-177,900.00	08/27/2025
3130AKGD2	4553	FHLB		11/25/2020	3,000,000.00	2,793,540.00	2,996,250.00	0.570	663	0.595	3,135.00	-202,710.00	11/25/2025
3130AKQ74	4555	FHLB		01/22/2021	3,000,000.00	2,791,650.00	3,000,000.00	0.625	721	0.625	468.75	-208,350.00	01/22/2026
3130AKRN8	4557	FHLB		01/28/2021	3,000,000.00	2,790,600.00	3,000,000.00	0.650	727	0.650	162.50	-209,400.00	01/28/2026
3130AKXQ4	4558	FHLB		02/12/2021	3,000,000.00	2,784,450.00	3,000,000.00	0.600	742	0.110	8,450.00	-215,550.00	02/12/2026
3130AKZ25	4559	FHLB		02/26/2021	3,000,000.00	2,782,710.00	3,000,000.00	0.650	756	0.650	8,395.83	-217,290.00	02/26/2026

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Federal Agency Issues - Callable													
3130AL3S1	4560	FHLB		02/17/2021	3,000,000.00	2,784,930.00	3,000,000.00	0.625	747	0.625	8,541.67	-215,070.00	02/17/2026
3130AL5X8	4561	FHLB		02/24/2021	3,000,000.00	2,781,150.00	3,000,000.00	0.650	754	0.650	8,504.17	-218,850.00	02/24/2026
3130AKXJ0	4562	FHLB		02/24/2021	3,125,000.00	2,896,187.50	3,122,500.00	0.600	754	0.616	8,177.08	-226,312.50	02/24/2026
3130ALCV4	4563	FHLB		02/24/2021	3,000,000.00	2,779,650.00	3,000,000.00	0.750	754	0.750	9,812.50	-220,350.00	02/24/2026
3130ALDN1	4565	FHLB		03/16/2021	3,000,000.00	2,785,440.00	3,000,000.00	0.800	774	0.800	9,000.00	-214,560.00	03/16/2026
3130ALGC2	4569	FHLB		03/23/2021	3,000,000.00	2,788,230.00	3,000,000.00	0.875	781	0.875	9,333.33	-211,770.00	03/23/2026
3130ALMM3	4571	FHLB		03/30/2021	3,000,000.00	2,793,720.00	3,000,000.00	1.000	788	1.000	10,083.33	-206,280.00	03/30/2026
3130ALGR9	4572	FHLB		03/15/2021	3,000,000.00	2,794,410.00	2,989,560.00	0.850	756	0.922	10,979.17	-195,150.00	02/26/2026
3130ALGR9	4574	FHLB		03/18/2021	3,000,000.00	2,794,410.00	2,985,960.00	0.850	756	0.947	10,979.17	-191,550.00	02/26/2026
3130ALGC2	4576	FHLB		03/23/2021	3,000,000.00	2,788,230.00	2,987,700.00	0.875	781	0.959	9,333.33	-199,470.00	03/23/2026
3130ALGR9	4577	FHLB		03/22/2021	3,000,000.00	2,794,410.00	2,982,510.00	0.850	756	0.971	10,979.17	-188,100.00	02/26/2026
3130ALNT7	4578	FHLB		03/30/2021	3,000,000.00	2,792,520.00	2,998,050.00	0.980	788	0.993	9,881.67	-205,530.00	03/30/2026
3130ALGR9	4579	FHLB		03/31/2021	3,000,000.00	2,794,410.00	2,978,517.00	0.850	756	1.000	10,979.17	-184,107.00	02/26/2026
3130ALUC6	4580	FHLB		04/15/2021	3,000,000.00	2,793,630.00	2,995,500.00	1.020	804	1.050	9,010.00	-201,870.00	04/15/2026
3130ALMM3	4581	FHLB		04/05/2021	3,000,000.00	2,793,720.00	2,996,250.00	1.000	788	1.025	10,083.33	-202,530.00	03/30/2026
3130AMCL4	4585	FHLB		05/20/2021	2,795,000.00	2,594,095.40	2,795,000.00	1.020	838	1.019	5,701.80	-200,904.60	05/19/2026
3130AMH62	4587	FHLB		05/26/2021	3,000,000.00	2,781,150.00	2,998,500.00	1.000	845	1.010	5,416.67	-217,350.00	05/26/2026
3130AMGW6	4588	FHLB		05/26/2021	3,000,000.00	2,779,860.00	2,998,950.00	0.980	845	0.987	5,308.33	-219,090.00	05/26/2026
3130AMHB1	4590	FHLB		06/02/2021	2,750,000.00	2,541,907.50	2,746,562.50	0.875	845	0.900	4,344.62	-204,655.00	05/26/2026
3130AMH62	4591	FHLB		06/02/2021	1,500,000.00	1,390,575.00	1,500,000.00	1.000	845	0.999	2,708.33	-109,425.00	05/26/2026
3130AMSL7	4592	FHLB		06/30/2021	3,000,000.00	2,775,300.00	3,000,000.00	1.030	880	1.030	2,660.83	-224,700.00	06/30/2026
3130AMYA4	4594	FHLB		06/30/2021	3,000,000.00	2,780,580.00	3,000,000.00	1.070	880	1.070	2,764.17	-219,420.00	06/30/2026
3130AN2Q2	4596	FHLB		06/30/2021	1,500,000.00	1,386,630.00	1,500,000.00	1.000	880	1.000	1,291.67	-113,370.00	06/30/2026
3130AMWK4	4597	FHLB		07/14/2021	3,000,000.00	2,770,980.00	2,999,250.00	1.020	894	1.025	1,445.00	-228,270.00	07/14/2026
3130AP2P9	4598	FHLB		09/30/2021	3,000,000.00	2,744,760.00	2,983,500.00	0.920	972	1.033	9,276.67	-238,740.00	09/30/2026
3130APC94	4599	FHLB		10/14/2021	3,000,000.00	2,753,100.00	2,997,750.00	1.070	986	1.085	9,540.83	-244,650.00	10/14/2026
3130APU78	4600	FHLB		12/09/2021	530,000.00	487,626.50	526,947.20	1.300	1027	1.420	1,282.31	-39,320.70	11/24/2026
3130APUR4	4601	FHLB		12/09/2021	1,840,000.00	1,692,892.00	1,829,401.60	1.300	1027	1.420	4,451.78	-136,509.60	11/24/2026
3130APVC6	4602	FHLB		12/09/2021	3,000,000.00	2,765,130.00	2,988,000.00	1.375	1034	1.458	6,875.00	-222,870.00	12/01/2026
3130AQEC3	4603	FHLB		12/30/2021	3,000,000.00	2,758,590.00	3,000,000.00	1.370	1063	1.370	3,539.17	-241,410.00	12/30/2026
3130AQEF6	4604	FHLB		12/30/2021	3,000,000.00	2,759,010.00	2,998,500.00	1.375	1063	1.385	3,552.08	-239,490.00	12/30/2026
3130AQG80	4605	FHLB		01/03/2022	3,000,000.00	2,762,760.00	2,999,250.00	1.420	1062	1.425	3,786.67	-236,490.00	12/29/2026
3130AQG80	4606	FHLB		01/10/2022	3,000,000.00	2,762,760.00	2,982,750.00	1.420	1062	1.540	3,786.67	-219,990.00	12/29/2026
3130AQLD3	4607	FHLB		02/08/2022	3,000,000.00	2,790,840.00	2,975,010.00	1.750	1092	1.926	437.50	-184,170.00	01/28/2027
3130AQW66	4608	FHLB		03/08/2022	3,000,000.00	2,818,260.00	2,995,500.00	2.080	1120	2.111	27,040.00	-177,240.00	02/25/2027
3134GVZ68	4535	FHLMC		06/23/2020	3,000,000.00	2,844,870.00	2,998,950.00	0.700	508	0.707	2,216.67	-154,080.00	06/23/2025
3134GWA55	4545	FHLMC		09/09/2020	3,000,000.00	2,817,330.00	2,998,950.00	0.650	586	0.657	7,691.67	-181,620.00	09/09/2025
3134GWW93	4547	FHLMC		09/30/2020	3,000,000.00	2,805,480.00	3,000,000.00	0.550	607	0.550	5,545.83	-194,520.00	09/30/2025

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Federal Agency Issues - Callable													
3134GWWT9	4549	FHLMC		10/07/2020	3,000,000.00	2,813,040.00	2,997,600.00	0.550	607	0.566	5,545.83	-184,560.00	09/30/2025
3134GW3F1	4550	FHLMC		10/28/2020	3,000,000.00	2,806,620.00	3,000,000.00	0.600	635	0.600	4,650.00	-193,380.00	10/28/2025
3134GXDM3	4554	FHLMC		12/01/2020	3,000,000.00	2,793,630.00	3,000,000.00	0.620	669	0.620	3,100.00	-206,370.00	12/01/2025
3136G4YH0	4538	FNMA		07/14/2020	3,250,000.00	3,082,657.50	3,248,862.50	0.700	529	0.707	1,074.31	-166,205.00	07/14/2025
3136G4A45	4541	FNMA		07/22/2020	3,000,000.00	2,843,280.00	3,000,000.00	0.710	537	0.710	532.50	-156,720.00	07/22/2025
3135GA3W9	4552	FNMA		11/25/2020	3,000,000.00	2,795,070.00	3,000,000.00	0.600	663	0.600	3,300.00	-204,930.00	11/25/2025
3135G06R9	4556	FNMA		01/28/2021	3,000,000.00	2,786,040.00	3,000,000.00	0.550	727	0.550	137.50	-213,960.00	01/28/2026
Subtotal and Average			158,420,440.80		158,630,000.00	147,538,904.20	158,420,440.80	0.898	789	0.916	335,275.92	-10,881,536.60	
Supranationals													
45950VPS9	7000	IFC		06/28/2021	1,000,000.00	917,330.00	980,200.00	0.500	756	0.935	2,152.78	-62,870.00	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	917,330.00	980,200.00	0.500	756	0.935	2,152.78	-62,870.00	
Total and Average			247,834,511.04		246,091,206.57	233,245,561.41	246,401,019.54	1.738	580	1.702	694,751.62	-13,155,458.13	

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Portfolio Management
Investment Status Report - Investments
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit - Bank												
SYS 1093	1093	FREMON	230,000.00	4.000	04/21/2024	04/21/2023	4.000				230,000.00	230,000.00
UBB1091	1091	VCB	261,206.57	0.500	04/11/2024	04/11/2022	0.500				261,206.57	261,206.57
Certificates of Deposit - Bank Totals			491,206.57				2.139			0.00	491,206.57	491,206.57
LAIF												
SYS5	5	LAIF	56,000,000.00	4.012			4.012				56,000,000.00	56,000,000.00
LAIF Totals			56,000,000.00				4.012			0.00	56,000,000.00	56,000,000.00
Medium Term Notes												
88579YBH3	6053	3M	2,000,000.00	2.000	02/14/2025	02/14/2020	1.823	A	A		2,016,869.48	2,016,869.48
037833CU2	6045	APPL	2,000,000.00	2.850	05/11/2024	05/03/2019	2.753	AA	Aaa	Received	2,009,000.00	2,009,000.00
037833DM9	6048	APPL	1,040,000.00	1.800	09/11/2024	01/07/2020	1.800	AA	Aaa	Received	1,040,000.00	1,040,000.00
037833DF4	6049	APPL	1,000,000.00	2.750	01/13/2025	01/13/2020	1.965	AA	Aaa		1,037,212.20	1,037,212.20
037833EB2	6065	APPL	2,000,000.00	0.700	02/08/2026	02/08/2021	0.732	AA	Aa		1,996,860.00	1,996,860.00
037833BY5	6066	APPL	3,000,000.00	3.250	02/23/2026	02/23/2021	0.981	AA	Aaa		3,331,380.00	3,331,380.00
46632FSCO	6068	JP	3,000,000.00	1.100	06/22/2026	06/22/2021	1.100	AA	Aa		3,000,000.00	3,000,000.00
69371RQ25	6062	PCAR	1,330,000.00	2.150	08/15/2024	03/31/2020	2.808	A	A	Received	1,294,196.40	1,294,196.40
89236TGL3	6046	TOYOTA	1,600,000.00	2.000	10/07/2024	10/24/2019	2.000	A	A	Received	1,599,984.00	1,599,984.00
89236THW8	6067	TOYOTA	3,000,000.00	0.800	01/09/2026	03/09/2021	1.090	A	A	Received	2,959,140.00	2,959,140.00
89788JAA7	6058	TRU	2,000,000.00	1.500	03/10/2025	03/13/2020	1.821	A	A	Received	1,969,486.00	1,969,486.00
30231GAF9	6056	XOM	3,000,000.00	2.709	03/06/2025	03/11/2020	1.690	AA	Aa	Received	3,145,587.00	3,145,587.00
30231GBH4	6064	XOM	2,000,000.00	2.992	03/19/2025	04/20/2020	1.777	AA	Aa	Received	2,113,800.00	2,113,800.00
Medium Term Notes Totals			26,970,000.00				1.594			0.00	27,513,515.08	27,513,515.08
Federal Agency Issues - Coupon												
3130AQF65	3576	FHLB	3,000,000.00	1.250	12/21/2026	12/22/2021	1.280	AA	Aaa		2,995,657.09	2,995,657.09
Federal Agency Issues - Coupon Totals			3,000,000.00				1.280			0.00	2,995,657.09	2,995,657.09
Federal Agency Issues - Callable												
3133ELQ49	4537	FFCB	3,000,000.00	0.700	06/30/2025	07/06/2020	0.715	AA	Aaa	Received	2,997,750.00	2,997,750.00
3133EMBJ0	4548	FFCB	3,340,000.00	0.530	09/29/2025	10/05/2020	0.550	AA	Aaa	Received	3,336,660.00	3,336,660.00
3133EMUK6	4575	FFCB	3,000,000.00	1.050	03/25/2026	03/25/2021	1.050	AA	Aaa		3,000,000.00	3,000,000.00
3133EMH21	4595	FFCB	3,000,000.00	0.900	06/15/2026	06/24/2021	0.921	AA	Aaa	Received	2,997,000.00	2,997,000.00
3130AJZ36	4544	FHLB	3,000,000.00	0.600	08/27/2025	08/27/2020	0.620	AA	Aaa		2,997,000.00	2,997,000.00
3130AKGD2	4553	FHLB	3,000,000.00	0.570	11/25/2025	11/25/2020	0.595	AA	Aaa		2,996,250.00	2,996,250.00
3130AKQ74	4555	FHLB	3,000,000.00	0.625	01/22/2026	01/22/2021	0.625	AA	Aaa		3,000,000.00	3,000,000.00
3130AKRN8	4557	FHLB	3,000,000.00	0.650	01/28/2026	01/28/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00

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Portfolio Management
Investment Status Report - Investments
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Callable												
3130AKXQ4	4558	FHLB	3,000,000.00	0.600	02/12/2026	02/12/2021	0.110	AA	Aaa		3,000,000.00	3,000,000.00
3130AKZ25	4559	FHLB	3,000,000.00	0.650	02/26/2026	02/26/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
3130AL3S1	4560	FHLB	3,000,000.00	0.625	02/17/2026	02/17/2021	0.625	AA	Aaa		3,000,000.00	3,000,000.00
3130AL5X8	4561	FHLB	3,000,000.00	0.650	02/24/2026	02/24/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
3130AKXJ0	4562	FHLB	3,125,000.00	0.600	02/24/2026	02/24/2021	0.616	AA			3,122,500.00	3,122,500.00
3130ALCV4	4563	FHLB	3,000,000.00	0.750	02/24/2026	02/24/2021	0.750	AA			3,000,000.00	3,000,000.00
3130ALDN1	4565	FHLB	3,000,000.00	0.800	03/16/2026	03/16/2021	0.800	AA	Aaa		3,000,000.00	3,000,000.00
3130ALGC2	4569	FHLB	3,000,000.00	0.875	03/23/2026	03/23/2021	0.875	AA	Aaa		3,000,000.00	3,000,000.00
3130ALMM3	4571	FHLB	3,000,000.00	1.000	03/30/2026	03/30/2021	1.000	AA	Aaa		3,000,000.00	3,000,000.00
3130ALGR9	4572	FHLB	3,000,000.00	0.850	02/26/2026	03/15/2021	0.922	AA	Aaa	Received	2,989,560.00	2,989,560.00
3130ALGR9	4574	FHLB	3,000,000.00	0.850	02/26/2026	03/18/2021	0.947	AA	Aaa	Received	2,985,960.00	2,985,960.00
3130ALGC2	4576	FHLB	3,000,000.00	0.875	03/23/2026	03/23/2021	0.959	AA	Aaa		2,987,700.00	2,987,700.00
3130ALGR9	4577	FHLB	3,000,000.00	0.850	02/26/2026	03/22/2021	0.971	AA	Aaa	Received	2,982,510.00	2,982,510.00
3130ALNT7	4578	FHLB	3,000,000.00	0.980	03/30/2026	03/30/2021	0.993	AA	Aaa		2,998,050.00	2,998,050.00
3130ALGR9	4579	FHLB	3,000,000.00	0.850	02/26/2026	03/31/2021	1.000	AA	Aaa	Received	2,978,517.00	2,978,517.00
3130ALUC6	4580	FHLB	3,000,000.00	1.020	04/15/2026	04/15/2021	1.051	AA	Aaa		2,995,500.00	2,995,500.00
3130ALMM3	4581	FHLB	3,000,000.00	1.000	03/30/2026	04/05/2021	1.026	AA	Aaa	Received	2,996,250.00	2,996,250.00
3130AMCL4	4585	FHLB	2,795,000.00	1.020	05/19/2026	05/20/2021	1.020	AA	Aaa	Received	2,795,000.00	2,795,000.00
3130AMH62	4587	FHLB	3,000,000.00	1.000	05/26/2026	05/26/2021	1.010	AA	Aaa		2,998,500.00	2,998,500.00
3130AMGW6	4588	FHLB	3,000,000.00	0.980	05/26/2026	05/26/2021	0.987	AA	Aaa		2,998,950.00	2,998,950.00
3130AMHB1	4590	FHLB	2,750,000.00	0.875	05/26/2026	06/02/2021	0.901	AA	Aaa	Received	2,746,562.50	2,746,562.50
3130AMH62	4591	FHLB	1,500,000.00	1.000	05/26/2026	06/02/2021	1.000	AA	Aaa	Received	1,500,000.00	1,500,000.00
3130AMSL7	4592	FHLB	3,000,000.00	1.030	06/30/2026	06/30/2021	1.030	AA	Aaa		3,000,000.00	3,000,000.00
3130AMYA4	4594	FHLB	3,000,000.00	1.070	06/30/2026	06/30/2021	1.070	AA	Aaa		3,000,000.00	3,000,000.00
3130AN2Q2	4596	FHLB	1,500,000.00	1.000	06/30/2026	06/30/2021	1.000	AA	Aaa		1,500,000.00	1,500,000.00
3130AMWK4	4597	FHLB	3,000,000.00	1.020	07/14/2026	07/14/2021	1.025	AA	Aaa		2,999,250.00	2,999,250.00
3130AP2P9	4598	FHLB	3,000,000.00	0.920	09/30/2026	09/30/2021	1.033	AA	Aaa		2,983,500.00	2,983,500.00
3130APC94	4599	FHLB	3,000,000.00	1.070	10/14/2026	10/14/2021	1.085	AA	Aaa		2,997,750.00	2,997,750.00
3130APU78	4600	FHLB	530,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aaa	Received	526,947.20	526,947.20
3130APUR4	4601	FHLB	1,840,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aaa	Received	1,829,401.60	1,829,401.60
3130APVC6	4602	FHLB	3,000,000.00	1.375	12/01/2026	12/09/2021	1.459	AA	Aaa	Received	2,988,000.00	2,988,000.00
3130AQEC3	4603	FHLB	3,000,000.00	1.370	12/30/2026	12/30/2021	1.370	AA	Aaa		3,000,000.00	3,000,000.00
3130AQEF6	4604	FHLB	3,000,000.00	1.375	12/30/2026	12/30/2021	1.385	AA	Aaa		2,998,500.00	2,998,500.00
3130AQG80	4605	FHLB	3,000,000.00	1.420	12/29/2026	01/03/2022	1.425	AA	Aaa	Received	2,999,250.00	2,999,250.00
3130AQG80	4606	FHLB	3,000,000.00	1.420	12/29/2026	01/10/2022	1.541	AA	Aaa	Received	2,982,750.00	2,982,750.00
3130AQLD3	4607	FHLB	3,000,000.00	1.750	01/28/2027	02/08/2022	1.926	AA	Aaa	Received	2,975,010.00	2,975,010.00
3130AQW66	4608	FHLB	3,000,000.00	2.080	02/25/2027	03/08/2022	2.112	AA	Aaa	Received	2,995,500.00	2,995,500.00

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CITY OF PLEASANTON
Portfolio Management
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Callable												
3134GVZ68	4535	FHLMC	3,000,000.00	0.700	06/23/2025	06/23/2020	0.707	AA	Aaa		2,998,950.00	2,998,950.00
3134GWA55	4545	FHLMC	3,000,000.00	0.650	09/09/2025	09/09/2020	0.657	AA	Aaa		2,998,950.00	2,998,950.00
3134GWW93	4547	FHLMC	3,000,000.00	0.550	09/30/2025	09/30/2020	0.550	AA	Aaa		3,000,000.00	3,000,000.00
3134GWWT9	4549	FHLMC	3,000,000.00	0.550	09/30/2025	10/07/2020	0.566		Aaa	Received	2,997,600.00	2,997,600.00
3134GW3F1	4550	FHLMC	3,000,000.00	0.600	10/28/2025	10/28/2020	0.600		Aaa		3,000,000.00	3,000,000.00
3134GXDM3	4554	FHLMC	3,000,000.00	0.620	12/01/2025	12/01/2020	0.620		Aaa		3,000,000.00	3,000,000.00
3136G4YH0	4538	FNMA	3,250,000.00	0.700	07/14/2025	07/14/2020	0.707	AA			3,248,862.50	3,248,862.50
3136G4A45	4541	FNMA	3,000,000.00	0.710	07/22/2025	07/22/2020	0.710	AA	Aaa		3,000,000.00	3,000,000.00
3135GA3W9	4552	FNMA	3,000,000.00	0.600	11/25/2025	11/25/2020	0.600	AA	Aaa		3,000,000.00	3,000,000.00
3135G06R9	4556	FNMA	3,000,000.00	0.550	01/28/2026	01/28/2021	0.550	AA	Aaa		3,000,000.00	3,000,000.00
Federal Agency Issues - Callable Totals			158,630,000.00				0.916			0.00	158,420,440.80	158,420,440.80
Supranationals												
45950VPS9	7000	IFC	1,000,000.00	0.500	02/26/2026	06/28/2021	0.935	AAA	Aaa	Received	980,200.00	980,200.00
Supranationals Totals			1,000,000.00				0.935			0.00	980,200.00	980,200.00
Investment Totals			246,091,206.57				1.702			0.00	246,401,019.54	246,401,019.54

CITY OF PLEASANTON
Portfolio Management
Activity By Type
January 1, 2024 through January 31, 2024

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CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Certificates of Deposit - Bank							
Subtotal							491,206.57
LAIF (Monthly Summary)							
SYS5	5	LOCAL AGENCY INVESTMENT FUND	4.012		0.00	3,000,000.00	
Subtotal					0.00	3,000,000.00	56,000,000.00
Fidelity - Government Fund (Monthly Summary)							
Subtotal							0.00
Medium Term Notes							
17325FAS7	6051	CitiBank NA	3.650	01/23/2024	0.00	1,065,374.39	
Subtotal					0.00	1,065,374.39	27,513,515.08
Federal Agency Issues - Coupon							
Subtotal							2,995,657.09
Federal Agency Issues - Callable							
Subtotal							158,420,440.80
Supranationals							
Subtotal							980,200.00
Total					0.00	4,065,374.39	246,401,019.54

CITY OF PLEASANTON
Portfolio Management
Activity Summary
January 2023 through January 2024

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Month End	Year	Number of Securities	Average Balance	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
January	2023	84	233,064,439.11	1.258	1.276	2.425	0	2	1,566	924
February	2023	82	229,597,008.52	1.262	1.280	2.624	0	2	1,569	912
March	2023	80	231,116,718.72	1.352	1.371	2.831	0	0	1,503	848
April	2023	81	250,326,071.57	1.496	1.516	2.870	1	2	1,359	751
May	2023	79	257,676,478.70	1.506	1.527	2.993	0	1	1,368	738
June	2023	78	255,218,414.18	1.530	1.551	3.167	0	0	1,384	723
July	2023	78	241,332,522.47	1.392	1.411	3.305	0	1	1,523	773
August	2023	75	226,572,122.96	1.363	1.382	3.434	0	1	1,547	767
September	2023	74	222,199,727.26	1.319	1.338	3.534	0	0	1,589	761
October	2023	74	216,627,684.25	1.304	1.322	3.670	0	0	1,612	744
November	2023	74	215,466,393.93	1.323	1.342	3.843	0	0	1,612	718
December	2023	74	230,337,361.67	1.688	1.711	3.929	0	0	1,386	594
January	2024	74	247,834,511.04	1.679	1.702	4.012	0	1	1,403	580
Average		77	235,218,311.75	1.421%	1.441%	3.280	0	1	1,494	756

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Portfolio Management
Distribution of Investments By Type
January 2023 through January 2024

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Security Type	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	Average by Period
Certificates of Deposit - Bank	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2%
Certificates of Deposit - S & L														
LAIF	13.0	13.2	16.8	24.9	24.5	23.6	16.1	14.7	12.4	11.1	11.1	23.6	22.7	17.5%
Fidelity - Government Fund														
MONEY MARKET (GENERAL)														
Managed Pool Accounts -4														
Passbook/Checking Accounts														
Medium Term Notes	15.6	14.5	13.9	12.7	12.3	12.4	13.2	12.7	13.1	13.3	13.3	11.4	11.2	13.0%
Bankers Acceptances														
Commercial Paper - Discount														
Federal Agency Issues - Coupon	2.2	2.2	2.1	1.2	1.2	1.2	1.3	1.3	1.4	1.4	1.4	1.2	1.2	1.5%
Federal Agency Issues - Discount														
Treasury Securities - Coupon														
Treasury Securities - Discount														
Federal Agency Issues - Callable	68.6	69.5	66.6	60.7	61.5	62.3	68.8	70.6	72.5	73.5	73.5	63.3	64.3	67.4%
Supranationals	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.5	0.5	0.5	0.4	0.4	0.4%
Miscellaneous Securities - Discount														

CITY OF PLEASANTON
Portfolio Management
Interest Earnings Summary
January 31, 2024

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	January 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	225,625.00	1,195,499.25
Plus Accrued Interest at End of Period	535,351.52	535,351.52
Less Accrued Interest at Beginning of Period	(590,319.61)	(525,527.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	170,656.91	1,205,322.94
Adjusted by Capital Gains or Losses	-65,374.39	-17,394.64
Earnings during Periods	105,282.52	1,187,928.30
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	295,723.50	1,103,240.25
Plus Accrued Interest at End of Period	159,400.10	159,400.10
Less Accrued Interest at Beginning of Period	(265,866.04)	(437,431.98)
Interest Earned during Period	189,257.56	825,208.37
Total Interest Earned during Period	359,914.47	2,030,531.31
Total Capital Gains or Losses	-65,374.39	-17,394.64
Total Earnings during Period	294,540.08	2,013,136.67

CITY COUNCIL AGENDA REPORT

March 19, 2024
Library and Recreation

TITLE: APPROVE CITY AND PUSD AGREEMENTS FOR AMADOR VALLEY HIGH SCHOOL TENNIS COURTS, AMARAL PARK, PLEASANTON UPPER BERNAL FIELD PARK, AND FAIRLANDS ELEMENTARY SCHOOL FENCING; AND TERMINATE AGREEMENTS FOR TENNIS COURTS COMMUNITY RECREATION AND SYNTHETIC FIELDS USE

SUMMARY

There are currently six agreements related to joint-use facilities and eight agreements related to shared use of fields and tennis courts between the City and the Pleasanton Unified School District (PUSD). Staff from both agencies have reviewed these agreements to identify what is and is not working well, whether any agreements should be terminated, and whether the agreements are missing any pertinent terms, resulting in joint City and PUSD staff recommendations. Throughout the review process, staff shared updates on this project with the City/PUSD Liaison Committee.

RECOMMENDATION

Approve City and PSUD agreements for Amador Valley High School Tennis Courts, Amaral Park, Pleasanton Upper Bernal Field Park, and Fairlands Elementary School Fencing; and terminate agreements for Tennis Courts Community Recreation and Synthetic Fields Use

BACKGROUND

The City/PUSD Liaison Committee requested information regarding current joint-use agreements between the City and PUSD. Staff from both agencies collected all known agreements and reviewed those documents to identify and discuss what is and is not working well, whether any agreements should be terminated, and whether agreements are missing any pertinent terms.

Staff reviewed a total of 14 agreements, eight of which are addressed in this report. These agreements relate to joint use of fields and tennis courts and include: Walnut Grove Elementary and Harvest Park Middle Schools Fencing, Mohr Elementary School Fencing, Amador Valley High School Tennis Courts, Amaral Park, Pleasanton Upper Bernal Fields Park, Fairlands Park/Fairlands Elementary School Fencing, Synthetic Fields Use, and Tennis Courts Community Recreation.

The additional six agreements related to joint-use facilities will be presented for review by the City Council at a later date. Those agreements include: Agreement to Convey Amador Theater to the City, Hart Gym Agreement, Harvest Park Gym Agreement, Pleasanton Middle School Gym Agreement, Gym Finance Agreement, and the Gym Maintenance Agreement. The Amador Theater agreement will be considered as part of a discussion regarding the transfer of the facility from the City to PUSD. The five agreements related to the use of the middle school gyms will be presented as a new joint use agreement at a future City Council meeting.

Staff also discussed having a general use agreement that would address the use of additional facilities not covered by pre-existing agreements. However, after discussions among staff and a legal review by the city attorney, it was determined these would be better managed through the regular rental/use processes for each agency or by developing a new agreement for a specific facility, if necessary.

DISCUSSION

City and PUSD staff recommend no changes to the following agreements:

- Walnut Grove Elementary and Harvest Park Middle Schools Fencing
- Mohr Elementary School Fencing.

City and PUSD staff recommend the City Council adopt new or updated agreements for the following:

- Amador Valley High School Tennis Courts (Attachment 1) - UPDATED
- Amaral Park (Attachment 2) - NEW
- Pleasanton Upper Bernal Field Use (Attachment 3) - UPDATED
- Fairlands Park/Fairlands Elementary School Fencing (Attachment 4) – UPDATED.

Amador Valley High School Tennis Courts

The existing Amador Valley High School Tennis Courts agreement had a term of July 10, 2021 to December 21, 2023. As this agreement has expired, the updated agreement:

- Provides a five-year term
- Clearly identifies dates and times for City use
- Defines City and PUSD cleaning and maintenance responsibilities
- Includes a \$2,000 annual contribution by the City for court maintenance.

Amaral Park

The existing fencing agreement at Mohr Elementary School does not clearly define park maintenance responsibilities. As such, a new agreement for Amaral Park is recommended. This proposed agreement:

- Provides a five-year term
- Defines the park as a joint-use facility allowing for PUSD use during periods when school is in session
- Clearly outlines the City's responsibility for maintenance and communication of a maintenance schedule to the district
- Defines how the City will comply with the Healthy School Act
- Requires the school district to provide summer school dates by May 1 of each year.

Pleasanton Upper Bernal Field Use

The Upper Bernal Field Use agreement is proposed to be updated as follows:

- Retains the original term of the agreement through August 5, 2034
- More clearly defines responsibilities and field access
- Removes the \$200 per year fee paid by the City to PUSD for weed abatement
- Removes the entire section related to the Multipurpose Facility
- Provides a statement of cooperation for the upcoming construction of the Educational Option Center at the current Village High School site
- Provides that once the agreement expires, PUSD will take sole ownership of all City-installed infrastructure.

Fairlands Park/ Fairlands Elementary School Fencing

In 2018, the City and PUSD entered into an agreement for the fencing between Fairlands Park and Fairlands Elementary School. However, this fence currently splits a contiguous grass field with PUSD maintaining both the PUSD section and the City section while irrigation is currently tied to PUSD's system for both parcels. The proposed agreement:

- Provides a 10-year term
- Allows PUSD to expand the fence line to incorporate the City's parcel (Attachment 4, Exhibit B)
- Outlines PUSD's obligations for fence work and construction
- Outlines PUSD's responsibility for installation, maintenance, and repair of fencing and property within fencing
- Outlines City's responsibilities for maintenance
- Requires public access to the City parcel when school is not in session.

City and PUSD staff recommend terminating the following agreements:

- Tennis Courts Community Recreation (Attachment 5)
- Synthetic Fields Use Agreement (Attachment 6).

Tennis Courts Community Recreation

The Tennis Courts Community Recreation agreement was entered into on August 5, 1968, with a 66-year term. This agreement was for tennis courts at Pleasanton Elementary School; staff believe this was extended by oral agreement to the tennis courts at Pleasanton Middle School. Staff from both agencies recommend returning maintenance and scheduling of these courts to PUSD. The City does not currently program or rent these courts; however, they are available for drop-in play after school hours and on the weekends. PUSD would continue to make the courts available for community use.

Synthetic Fields Use Agreement

The Synthetic Fields Use Agreement was executed while PUSD was renovating its high school fields and expires on July 30, 2024. This agreement covers the synthetic fields at Amador Valley High School, Foothill High School, and Bernal Community Park. While it served a purpose, staff from both agencies now recommend that the use of synthetic fields revert to the standard rental protocols for each agency, by requesting and paying for use through the existing scheduling systems.

The PUSD Board of Trustees will similarly consider approval of these recommendations at its meeting on March 28, 2024.

EQUITY AND SUSTAINABILITY

Updating joint City and PUSD agreements to ensure they are meeting community and organizational needs helps to further equitable access to recreational opportunities, opportunities for school children to access the outdoors, and the long-term sustainability of park space.

OUTREACH

City and PUSD staff met multiple times to review and discuss these agreements. Updates were provided to the City/PUSD Liaison Committee on December 13, 2022, May 9, 2023, and November 14, 2023 (at this meeting the discussion was focused on the middle school gymnasiums).

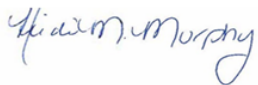
STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, Strategy 7 – Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FISCAL IMPACT

The fiscal impact of these agreements is minimal, resulting in \$2,000 per year for the use of the Amador Valley High School Tennis Courts. Sufficient funding is budgeted in the Parks Operations budget, 00140400.

Jointly Prepared and
Submitted by:



Heidi Murphy, Director of
Library and Recreation



Tamara Baptista, Assistant Dir. of Public
Works - Operations & Maintenance

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Amador Tennis Courts Agreement
2. Amaral Park Agreement
3. Bernal Upper Field Agreement
4. Fairlands Park/Fairlands Elementary Fencing Agreement
5. Tennis Courts Community Recreation
6. Synthetic Field Agreement

**AGREEMENT BETWEEN
CITY OF PLEASANTON
AND
PLEASANTON UNIFIED SCHOOL DISTRICT
FOR CITY'S USE OF
AMADOR VALLEY HIGH SCHOOL TENNIS COURTS**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the CITY OF PLEASANTON, a municipal corporation ("City") and the PLEASANTON UNIFIED SCHOOL DISTRICT ("District"), each also individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. Sections 10900-10914.5, inclusive, of the California Education Code authorize cities and school districts to organize, promote and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and

B. District currently owns, maintains and operates the tennis courts on the Amador Valley High School Grounds ("Tennis Courts"); and

C. On July 10, 2021, City and District entered into an Agreement for City's Use of the Tennis Courts ("Original Agreement"); and

D. The Parties wish to amend and restate the Original Agreement; and

E. The Original Agreement is superseded by this Agreement.

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

1. Term.

a. The term of this Agreement shall commence when signed by both parties and have a term of five (5) years ("Term").

b. Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.

c. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 8 of this Agreement.

2. Use of Tennis Courts.

a. The Tennis Courts shall be available for community use year-round as follows: Saturday, 9:00am-5:00pm and Sunday, 9:00am-5:00pm.”

b. District Right to Cancel. With thirty (10) calendar days’ written notice, District may cancel the hours of use by City set forth in Section 2.a. above for the purpose of hosting District events or conducting routine and/or emergency maintenance. District may cancel the hours of use by City at any time to perform emergency maintenance required to prevent injury to person or property.

c. Rules Applicable to City Use. At all times when the Tennis Courts are used by the City, the Tennis Courts shall be under supervision and control of City, its agents and employees and administered and operated in accordance with all the rules and regulations established by both District and City. If conflict occurs between the Parties’ rules and regulations, the stricter rule or regulations shall apply. City agrees to assume full responsibility for the scheduling, supervision and control of recreational activities conducted by City. City further agrees to provide adequate and qualified recreational personnel to fulfill these responsibilities. All personnel employed in connection with City’s use of the Tennis Courts for recreational programs shall be deemed City’s employees or agents. The hiring, supervision and discipline of all such personnel shall be the responsibility of City. City agrees to procure and maintain in full force and effect, workers’ compensation insurance coverage, or be lawfully self-insured, for such recreational personnel for any death, injury or illness arising in connection with the City’s performance of this Agreement. City shall not make any modifications to the Tennis Courts.

d. Each agency shall be responsible for clean-up of the Tennis Courts after use. Should either agency be required to assume custodial costs due to the other agency’s use of the Tennis Courts, the costs may be billed to the responsible agency with sufficient information accompanying the billing to identify the reason for required service. Should District be required to assume custodial costs due to City’s use of the Tennis Courts, the costs shall be billed to City with information that identifies the reason for required service. City shall pay such an invoice within fourteen (14) days of receipt. Each party shall communicate information regarding clean-up problems noted to the party in an effort to improve housekeeping.

e. City shall be responsible for damage to the Tennis Courts, and any other District facilities or property, that specifically occurs during and stemming from City’s use of the Tennis Courts and shall notify District in writing the next workday of any damage noted.

- f. The City shall pay an annual fee of \$2,000 for maintenance.
- Note: Besides regular cleaning and maintenance, the district has to refinish the court surfaces and replace nets and fencing every 5-7 years. The fees may not be used in one particular year for us to invoice.

g. During the Measure I Bond construction work related to the new gyms, access may be impacted to the tennis courts and they may not be accessible for periods of time. The District will coordinate and inform the City in advance of such occurrences.

h. City shall secure and lock-up the Tennis Courts and District facilities after each use. City shall conduct a sweep of any buildings open for City's use under this Agreement, including by way of illustration and not limitation, restroom facilities, and ensure that no person is inside the building(s) when City secures and locks the building(s).

3. Insurance.

a. Both Parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, with minimum limits as follows:

Personal Injury	Property Damage
\$1,000,000 each occurrence	\$1,000,000 each occurrence
\$2,000,000 aggregate	\$2,000,000 aggregate

b. City shall name District and its governing Board members, employees, and agents as additional insureds for such policies. District shall name City and its officials, employees, agents as additional insureds for such policies.

c. Each party shall provide the other Party with certificates of insurance within one (1) week of full execution of this Agreement.

4. Indemnification.

a. City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of the Joint Use Facilities.

b. District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board,

officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of the Joint Use Facilities.

c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.

5. **Assignment.** Neither Party may assign its rights or delegate its duties pursuant to this Agreement.

6. **Previous Agreements.** This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the Tennis Courts.

7. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.

8. **Notices.** Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

To CITY:
Gerry Beaudin
City Manager, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

To DISTRICT:
David Haglund
Superintendent, P.U.S.D.
4665 Bernal Avenue
Pleasanton, CA 94566

9. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California. Venue shall be in Alameda County, California.

10. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.

11. **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.

12. **Waiver.** Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

13. **Warranty of Authority.** The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.

14. **Headings and Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

15. **Attorney's Fees.** If suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective reasonable attorney's fees and costs.

16. **Approval of the District Board.** This Agreement shall not be binding upon District until District's governing Board has approved all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

By: _____
Gerry Beaudin, City Manager

By: _____
David Haglund, Superintendent

ATTEST:

By: _____
Jocelyn Kwong , City Clerk

By: _____
Clerk of the Board of Trustees

Approved as to Form:

By: _____
Daniel Sodergren, City Attorney

**AGREEMENT BETWEEN
CITY OF PLEASANTON
AND
PLEASANTON UNIFIED SCHOOL DISTRICT
FOR JOINT USE OF AMARAL PARK**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF PLEASANTON, a municipal corporation (“City”) and the PLEASANTON UNIFIED SCHOOL DISTRICT (“District”), each also individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

- A. Sections 10900-10914.5, inclusive, of the California Education Code authorize cities and school districts to organize, promote and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and
- B. City owns and operates Amaral Park (“Park”).
- C. District operates Mohr Elementary School, which is adjacent to the Park.
- D. The Park was developed as a joint use school/park facility intended to serve as a City neighborhood park as well as the District’s play fields for its outdoor physical education curriculum.
- E. It is the mutual desire of the City and District to enter into an agreement for joint use of the Park.

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

1. Term.

- a. The term of this Agreement shall commence when signed by both parties and have a term of five (5) years (“Term”).
- b. Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.
- c. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 12 of this Agreement.

2. Use of Park.

- a. City and District agree to use the Park as a joint use facility. Subject to the limitations below, the District may use the Park as its school playground during periods when school is in session, including summer school.
 - b. District agrees to obtain the necessary use permits from the City's Library and Recreation Department before conducting any organized activity or event, including, but not limited to, a school carnival or organized sports events at the Park.
3. Maintenance. Except as provided below, the City will be responsible for maintaining the Park, including determining the appropriate level and schedule of maintenance.
- a. Prior to the start of each school year, the District shall provide to the City a schedule of regular daily activities (i.e., physical education classes, recess and lunch periods, etc.) for the school year and a calendar identifying school holidays and other days when the District will not use the Park. The District will schedule its use of the Park in order for City to perform regular Park maintenance during the school year.
 - b. The City will follow their pesticide policy for weed abatement and will provide the District with the Safety Data Sheets (SDS) upon request for the pesticides being applied. Following Healthy Schools Act requirements, the City will post warning signs in the area where a pesticide will be applied, at least 24 hours before and 72 hours after the application. City will notify the District's IPM Coordinator of the application date at least five working days prior to the scheduled application. Applications may be canceled on short notice due to unfavorable weather conditions. In such cases, City will notify the District's IPM Coordinator of the cancellation. To the greatest extent possible, City will make applications when school is not in session on school holidays and breaks (e.g. Thanksgiving break, winter break, spring break). Prior to the start of the school year, the City can provide the District with a list of products that will be used in the Park.
 - c. By May 1st of each year, the District shall provide to the City the schedule for summer school. While the City will make every effort to accommodate the District's summer school schedule, the parties acknowledge that the City may need to close access to all or part of the Park during the months of June, July and August in order to complete major maintenance activities.
 - d. In the event of a conflict between City maintenance and District activities, the parties shall coordinate to accommodate each party's reasonable needs.

- e. In the event emergency maintenance is required, the City shall have the right to carry out such maintenance regardless of impact to District activities, and the City shall provide the District notice as soon as reasonably possible.
 - f. District agrees to immediately remove any litter from the Park as a result of its use of the Park. In the event the City needs to remove litter generated from District activities, District shall reimburse City for the direct cost of litter removal and related administrative costs.
4. Compensation for Park Use. District shall not be required to financially compensate the City for use of the Park except as noted herein.
5. Damages.
- a. If any District activity, use, employee, student, agent or invitee causes damage to the Park, the District shall be responsible for the cost of repair of such damage, and the District shall reimburse City for such repairs and associated administrative costs.
 - b. The District shall notify the City of any damage discovered by or caused by the District, its employees, students, agents, or invitees to the Park within two business days. The City agrees to notify the District of any damage discovered by, or caused by, the City within two business days.
 - c. City and School District agree to follow the procedures for reporting Park and Facilities Damage as listed in Exhibit A.
 - d. The following are designed as official contacts for damage reporting:

For City:	Public Works Department (925) 931-5500
For District:	Principal, Mohr Elementary School (925) 426-4256
6. Additional Equipment. Subject to agreement between the City and the District, additional equipment (such as drinking fountains or backstops) may be added to the Park. If additional equipment is added, City shall be responsible for design and installation of said equipment, and the District shall reimburse City for its share of all related costs for design and installation of these items, including related administrative costs. Prior to design and installation, the parties shall agree upon their pro-rata shares of additional equipment.
7. Insurance.

a. Both Parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, with minimum limits as follows:

Personal Injury	Property Damage
\$1,000,000 each occurrence	\$1,000,000 each occurrence
\$2,000,000 aggregate	\$2,000,000 aggregate

b. City shall name District and its governing Board members, employees, and agents as additional insureds for such policies. District shall name City and its officials, employees, agents as additional insureds for such policies.

c. Each party shall provide the other Party with certificates of insurance within one (1) week of full execution of this Agreement.

8. Indemnification.

a. City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of the Joint Use Facilities.

b. District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board, officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of the Joint Use Facilities.

c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.

9. Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Agreement.

10. Previous Agreements. This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the use of the Park.

11. Modifications. The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.

12. **Notices.** Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

To CITY:
Gerry Beaudin
City Manager, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

To DISTRICT:
David Haglund
Superintendent, P.U.S.D.
4665 Bernal Avenue
Pleasanton, CA 94566

13. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California. Venue shall be in Alameda County, California.
14. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.
15. **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.
16. **Waiver.** Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
17. **Warranty of Authority.** The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.
18. **Headings and Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
19. **Attorney's Fees.** If suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective reasonable attorney's fees and costs.

20. **Approval of the District Board.** This Agreement shall not be binding upon District until District's governing Board has approved all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

By: _____

Gerry Beaudin, City Manager

By: _____

David Haglund, Superintendent

ATTEST:

By: _____

Jocelyn Kwong , City Clerk

By: _____

Clerk of the Board of Trustees

Approved as to Form:

By: _____

Daniel Sodergren, City Attorney

Exhibit A

Procedure for District Reporting Damage to the City of Pleasanton

1. The official contact for Mohr School/or a designated contact for the District shall call the City of Pleasanton Operations Service Center at 931-5500 and request that a “Service Request” be opened for the Parks Division. Service Requests can also be submitted to <https://cityofpleasanton.maintstar.co/portal/#/default-1/myRequests>
2. The Contact should provide information detailing the nature of the problem, the urgency or the problem, time in which the problem was first discovered, and by whom, and any other details.
3. The Contact should also provide their name, phone number, and time that they can be reached if further clarification is needed.

Procedure for City Reporting Damage to District

1. Notify the District by sending an email correspondence to the Mohr School Principal and Director of Operations.
Currently: Stephanie Pavlenko at spavlenko@pleasantonusd.net and Mehdi Rajabzadeh at mrjatzadeh@pleasantonusd.net
2. Include in the correspondence a statement of the damages, pictures, and estimated cost to repair.
3. District Operations will review and concur with the City assessment.
4. After the concurrence, the District will process reimbursement to the City within 30 days.

**AGREEMENT BETWEEN
CITY OF PLEASANTON
AND
PLEASANTON UNIFIED SCHOOL DISTRICT
FOR USE OF
PLEASANTON UPPER FIELD PARK**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the **CITY OF PLEASANTON**, a municipal corporation (“City”) and the **PLEASANTON UNIFIED SCHOOL DISTRICT** (“District”), each also individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

- A. Sections 10900-10914.5, inclusive, of the California Education Code authorize cities and school districts to organize, promote, and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and
- B. District currently owns the land on which Pleasanton Upper Field Park (“Park”) is located.
- C. On August 5, 1968, City and District entered into an Agreement for the City’s construction, maintenance, and use of the “night-lighted softball field system” now known as Pleasanton Upper Field Park (“Original Agreement”); and
- D. City is willing to continue operational responsibilities to allow continued public use of the Park; and
- E. District is willing to have the City continue operational responsibilities for the Park in order to allow public use of this facility; and
- F. The Original Agreement is superseded by this Agreement.

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

1. Term.

- a. The term of this Agreement shall commence when signed by both parties and terminate on August 5, 2034 (“Term”).
- b. Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.

c. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 8 of this Agreement.

d. The Agreement will be terminated upon use of the former Pleasanton School as a school site.

2. Pleasanton Upper Field Park

a. The City will maintain and manage the Park.

b. The City will pay utility costs for the Park.

c. The District will provide access to any meters, control valves, etc., needed to manage and maintain the Park.

d. Village High School, Adult Education, and Pleasanton Virtual Academy students and staff may use the field during the school day. Organized activities outside of school hours must be formally requested through the City.

e. The City will cooperate with the District regarding the construction of the Educational Option Center at the current Village High School site. Specifically related to access and connection of the site school and the field. District staff will inform and coordinate the improvement plans and construction timeline with City staff.

f. Once the agreement expires, the District will take sole ownership of all City installed infrastructure.

3. Insurance.

a. Both Parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, with minimum limits as follows:

Personal Injury	Property Damage
\$1,000,000 each occurrence	\$1,000,000 each occurrence
\$2,000,000 aggregate	\$2,000,000 aggregate

b. City shall name District and its governing Board members, employees, and agents as additional insureds for such policies. District shall name City and its officials, employees, agents as additional insureds for such policies.

c. Each party shall provide the other Party with certificates of insurance within one (1) week of full execution of this Agreement.

4. Indemnification.

a. City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage,

loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of the Joint Use Facilities.

b. District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board, officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of the Joint Use Facilities.

c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.

5. Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Agreement.

6. Previous Agreements. This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the Park.

7. Modifications. The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.

8. Notices. Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing if mailed as provided in this paragraph.

To CITY:
Gerry Beaudin
City Manager, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

To DISTRICT:
David Haglund
Superintendent, P.U.S.D.
4665 Bernal Avenue
Pleasanton, CA 94566

9. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Venue shall be in Alameda County, California.

10. Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.

11. No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.

12. Waiver. Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

13. Warranty of Authority. The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.

14. Headings and Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

15. Attorney's Fees. If a suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective reasonable attorney's fees and costs.

16. Approval of the District Board. This Agreement shall not be binding upon the District until the District's governing Board has approved all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

By: _____
Gerry Beaudin, City Manager

By: _____
David Haglund, Superintendent

ATTEST:

By: _____
Jocelyn Kwong, City Clerk

By: _____
Clerk of the Board of Trustees

Approved as to Form:

By: _____
Daniel Sodergren, City Attorney

By: _____
Attorney for the Pleasanton
Unified School District

School
Softball

COMMUNITY RECREATION CONTRACT

This agreement, made and entered into this 5TH day of AUGUST, 1968, by and between the City of Pleasanton, a general law city of and in the State of California, hereinafter called "City" and the Pleasanton Joint School District of Alameda and Contra Costa Counties, State of California, a school district, hereinafter called "District."

W I T N E S S E T H:

WHEREAS, Chapter 6 of Division 12 of the Education Code authorizes and empowers cities and public school districts having jurisdiction over the same territory to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, Section 16659 of the Education Code empowers the governing body of any school district to grant the use of any building, grounds, or equipment to any other public authority for use for community recreation purposes when such use will not interfere with the use of the buildings, grounds and equipment for any other purpose of the public school system; and

WHEREAS, District desires to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, a copy of which is attached hereto and incorporated by reference, as if fully set forth herein, for the purpose of installation of a night-lighted softball field system; and

WHEREAS, City desires to install said night-lighted softball field system at said Pleasanton Elementary School site;

NOW, THEREFORE, City and District hereby mutually covenant and agree as follows:

DIVISION I. PURPOSE

Section 1. District agrees to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, attached hereto, for community recreation purposes and for the purpose of installing, maintaining and using a night-lighted softball field system in accordance with conditions hereinafter set forth.

Section 2. City agrees to install and maintain a night-lighted softball field system on the grounds and at such locations as are described on Exhibit A, attached hereto, and in accordance with the conditions hereinafter set forth.

DIVISION II. CONSTRUCTION

Section 1. City will construct a night-lighted softball field system on the land and grounds described on Exhibit A, attached hereto, in accordance with appropriate construction standards and specifications. Plans and specifications for, and the installation and construction of, said softball field system shall be subject to the written approval of the District and State Office of Architecture and Construction.

Section 2. Title to said softball field system and lights shall automatically pass to the District when the installation and construction is completed and accepted or approved by the District.

DIVISION III. OPERATION AND PRIORITIES OF USE

Section 1. Upon completion and dedication of said night-lighted softball field system, District agrees to grant City the right to use and operate said system for community recreation programs when such use and operation does not conflict with the normal operation of school activities and maintenance programs, and in accordance with the schedule of priorities as follows:

- a. District shall have priority on all school days until 5:30 P. M. each day, and on special occasions as needed.

- b. City shall have priority at all other times.
- c. Use by one party when the other party has priority may be granted by City or District representative.
- d. City shall have unlimited access to and use of these facilities when City has priority, except as otherwise provided by law.

Section 2. This agreement is subject to the provisions of Chapter 6 of Division 12 of the Education Code.

DIVISION IV. MAINTENANCE

Section 1. The City will be responsible for the maintenance and upkeep of the said softball field system.

Section 2. The District will be responsible for supervision of activities and for proper custodial services for events occurring at said softball field system during the time when the District has priority. The City will be responsible for supervision of activities and for proper custodial services for events occurring at the softball field system during the time when the City has priority. In addition, the District will continue to maintain the presently-existing athletic turf and irrigation system at said school site.

DIVISION V. TERM OF AGREEMENT

The parties agree that this agreement shall be in effect for a period of sixty-six (66) years from the above date of this agreement.

DIVISION VI. LIABILITY AND INSURANCE

All insurance and liability for all acts and conditions of property, except as otherwise provided herein, shall be under terms as specified in that certain "School-City Agreement on Community Recreation Facilities and Program," dated June 27, 1966.

IN WITNESS WHEREOF, the City of Pleasanton by its Mayor and City Clerk, thereunto duly authorized by Resolution No. 68-133, and the Pleasanton Joint School District of Alameda and Contra Costa

Counties, State of California, by the President and Secretary of its Board of Trustees, thereunto duly authorized by Resolution No. _____ of such Board, have caused the document herein to be executed by said officers in duplicate and have affixed their respective seals hereto.

PLEASANTON JOINT SCHOOL DISTRICT

By Wallace D. Becker
President, Board of Trustees

By James S. Kane
Secretary, Board of Trustees

CITY OF PLEASANTON, A Municipal Corporation

By Bernard T. Gerton
BERNARD T. GERTON, Mayor

By Helen C. McCarty
HELEN C. McCARTY, City Clerk

**MEMORANDUM OF UNDERSTANDING AND LICENSE AGREEMENT BETWEEN
CITY OF PLEASANTON
AND
PLEASANTON UNIFIED SCHOOL DISTRICT**

(Fencing at Fairlands Elementary School)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF PLEASANTON, a municipal corporation (“City”) and the PLEASANTON UNIFIED SCHOOL DISTRICT (“District”), each also individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

A. Sections 10900-10914.5, inclusive, of the California Education Code authorize cities and school districts to organize, promote and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and

B. District owns certain real property located at 4151 West Las Positas Boulevard within the City limits, upon which it operates Fairlands Elementary School (“FES”), and which District’s Property is depicted on the attached **EXHIBIT A**; and

C. District seeks use of the City Property (Parcel 946 110600102) adjacent to the District’s FES and the City’s Fairlands Park (“Licensed Area”) and which Licensed Area is depicted on the attached **EXHIBIT B**; and

D. District is willing to construct a fence around the perimeter (“Fence Work”) of the Licensed Area that City and District’s staff will determine location by mutual agreement; and

E. Parties desire to enter into this License Agreement to clarify and memorialize the Parties’ understanding and define each Party’s obligations relating to the Licensed Area, Fence Work, Public Access, and Maintenance.

AGREEMENT

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

1. Term.

a. The term of this Agreement shall commence when signed by both parties and have a term of ten (10) years (“Term”).

b. Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.

c. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 9 of this Agreement.

2. DISTRICT OBLIGATIONS. In consideration for the City's obligations under this Agreement, District shall comply with the following obligations:

A. Fence Work. District obligations in relation to the Fence Work include:

- b. District will provide the City with the drawings, plans, specifications, or scope of the Fence Work, subject to City approval.
- a) District purchase of materials for the chain linked fencing pursuant to District specifications.
- b) District to bid and award the Fence Work, in compliance with applicable statutes, regulations, and/or grant requirements and in accordance with District's specifications for the Fence Work.
- c) District installation of chain linked fencing on City Property, in accordance with District specifications for design, aesthetics, and location.
- d) District shall not change the drawings, plans, specifications, or in the scope of the Fence Work, method of performance, nature of materials, or any other matter materially affecting the performance or nature of the Fence Work without prior discussions with the City. All revised Fence Work shall have final written authorization by the City.

B. Construction Requirements. For Fence Work, District, including District's contractors, consultants, and employees, shall comply with the following requirements for construction for this License Agreement:

- a) Communication: All communication related to the Fence Work, Licensed Area, or the District Property shall be with the District's designated representative Ahmad Sheikholeslami, Assistant Superintendent Business Services or Designee.
- b) Notice Before Work. District will provide ten (10) working days' notice by phone to (925) 931-5570, and email to: gdamonte@cityofplesantonca.gov Giacomo Damonte, the City's Parks Division Manager, prior to performing any significant installation, replacement or maintenance of the Fencing on the Licensed Area, except in cases of emergency as defined in Public

Contract Code section 1102, in which case District shall provide whatever notice is reasonable under the circumstances.

- c) Access: District shall provide direction to District's contractors, consultants, and employees to maintain egress and ingress into the Licensed Area for the public to the greatest extent possible during Fence Work construction.
- d) Permits and Approvals: The District, at no expense to the City, shall obtain any and all required approvals, permits, inspections, or similar items, if any, from all agencies or authorities with jurisdiction, including right-of-way certifications and environmental clearances, compliance under the California Environmental Quality Act (CEQA), and approvals from the Division of the State Architect (DSA).
- e) Safety Measures: According to generally accepted construction practices, the District will be solely and completely responsible for conditions for the Fence Work area, including the furnishing and placing of proper guards for the prevention of accidents and any other necessary measures required to secure safety of life or property, particularly when children are present. This requirement will apply continuously and not be limited to normal working hours. Implementation and maintenance of safety programs shall be the sole responsibility of the District.
- f) City's Non-Responsibility: The District shall pay, when due, all claims for labor and material furnished to the work site.
- g) Compliance with Law: Contractors retained by the District shall be fully licensed, registered, and bonded as required by law, and must maintain the levels of casualty, liability, and workers' compensation insurance, as well as performance and payment bonds consistent with law. District shall ensure that the Fence Work is performed in a sound and workmanlike manner, in compliance with all laws, ordinances, and regulations applicable to the work, including, but not limited to, applicable building codes and regulations, prevailing wage, and other labor and public works laws.
- h) Verification of Measurements and Conditions: District shall be solely and fully responsible for damage done during the Fence Work to existing structures, furnishings, equipment, buildings, walks, roads, trees, landscaping, and/or improvements. District is responsible for verifying all measurements and existing conditions, including, but not limited to, the location of any underground utilities, conduits, pipes, or similar improvements in and around the work sites prior to the start of any work. If District's failure to properly verify measurements results in any damage, harm, or impairment to existing conditions (e.g., underground utilities,

conduits, pipes), the District shall be solely responsible for rectifying and resolving any such damage, harm, or impairment.

i) Hazardous Materials: With respect to the existence or use of Hazardous Materials (as defined below) within the Licensed Area, the Parties agree to the following provisions for this License Agreement:

- i. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Materials” includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq., (ii) defined as a “hazardous waste” pursuant to Paragraph 5 of 42 U.S.C. § 6903, the federal Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), or (iii) defined as a “hazardous substance” pursuant to Paragraph 14 of 42 U.S.C. § 9601, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of any Hazardous Materials.
- ii. District shall not cause or permit any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Licensed Area or any improvements constructed by District pursuant to this MOU and License Agreement. District shall comply with all environmental laws.
- iii. Any handling, transportation, storage, treatment, disposal, or use of Hazardous Materials in or about the Licensed Area and any District improvements shall be the responsibility of District and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this MOU and License Agreement.
- iv. District shall indemnify, defend upon demand, and hold harmless the City and its governing board members, officials, officers, employees, agents, representatives, and consultants from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation

costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Licensed Area and any improvements constructed by District under this MOU and License Agreement.

- v. In the event that District or its elected officials, officers, employees, agents, representatives, consultants, volunteers, or contractors cause or allow any Hazardous Materials to be released, spilled, or otherwise exposed through, in connection with, or during its activities under this MOU and License Agreement, District shall be solely responsible for all costs associated with the proper handling, mitigation, remediation, and disposal of the Hazardous Materials and all related cleanup.

C. **Maintenance of Fencing and Licensed Area.** District acknowledges responsibility for installation, maintenance, and repair of Fencing. District shall be responsible for the maintenance and upkeep of the property and improvements located thereon and insure the same. City's Park Division Manager, or his or her designee, may contact District regarding any concerns about the Licensed Area or District Fencing, and District and City shall reasonably work to promptly resolve such concerns.

D. **Public Access:** The Licensed Area shall be open to public use any time during weekday evenings (afterschool), weekdays during school breaks when school is not in session, and weekends, year-round, when District sanctioned activities are not taking place.

E. District Agrees to use the property which is the subject of this agreement for recreational and educational purposes in conjunction with school activities.

3. **CITY'S OBLIGATIONS.** In consideration for District's obligations under this License Agreement, the City shall comply with the following obligations.

A. **Fence Work.** City's obligations for the Fence Work include:

- a) City to allow and provide the necessary access to the Licensed Area to District and its contractors to perform the Fence Work.

B. **Grant of Non-exclusive License.** City shall allow District access to the Licensed Area upon execution of this License Agreement.

- a) City grants to District and to District's agents, employees, and contractors non-exclusive license running with the land for access to, on, over, under and across the Licensed Area for the purposes of:
 - i. Installing, constructing, operating, owning, maintaining, accessing, removing, and replacing the Fence Work.
 - ii. Performing all of District's obligations and enforcing all of District's rights set forth in this Agreement.
 - iii. During the License Term, the City shall ensure that District's rights under the License and District's access to the Licensed Area are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access.
- C. Maintenance Outside of Fencing. The City shall maintain the area outside of the District Fence between the Fence and existing park pathway. District's Executive Director, Operations, or his or her designee, may contact City regarding any concerns about the area outside of the District Fencing, and City and District shall reasonably work to promptly resolve such concerns.
- D. License Fee. No fee, rent or charge is due under this License Agreement from the District to the City.
- E. Removal and Restoration. If the City needs to use the portions of License Area to access public utilities or public improvements, City and District shall cooperate regarding timing of City work and any needed removal and restoration of District's Fencing or other improvements on the Licensed Area.

4. **Insurance.**

- a. Both Parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, with minimum limits as follows:

Personal Injury	Property Damage
\$1,000,000 each occurrence	\$1,000,000 each occurrence
\$2,000,000 aggregate	\$2,000,000 aggregate

- b. City shall name District and its governing Board members, employees, and agents as additional insureds for such policies. District shall name City and its officials, employees, agents as additional insureds for such policies.
- c. Each party shall provide the other Party with certificates of insurance within one (1) week of full execution of this Agreement.

5. Indemnification.

a. City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of the Joint Use Facilities.

b. District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board, officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of the Joint Use Facilities.

c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.

6. Assignment. Neither Party may assign its rights or delegate its duties pursuant to this Agreement.

7. Previous Agreements. This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the use of the Facilities.

8. Modifications. The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.

9. Notices. Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

To CITY:
Gerry Beaudin
City Manager, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

To DISTRICT:
David Haglund
Superintendent, P.U.S.D.
4665 Bernal Avenue
Pleasanton, CA 94566

10. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Venue shall be in Alameda County, California.

11. Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.

12. No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.

13. Waiver. Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

14. Warranty of Authority. The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.

15. Headings and Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

16. Attorney's Fees. If suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective reasonable attorney's fees and costs.

17. Approval of the District Board. This Agreement shall not be binding upon District until District's governing Board has approved all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

By: _____

Gerry Beaudin, City Manager

By: _____

David Haglund, Superintendent

ATTEST:

By: _____
Jocelyn Kwong , City Clerk

By: _____
Clerk of the Board of Trustees

Approved as to Form:

By: _____
Daniel Sodergren, City Attorney

EXHIBIT A

Site Plan for Fairlands Elementary School

EXHIBIT B

Site Plan for Licensed Area City Property

EXHIBIT A

FAIRLANDS ELEMENTARY SCHOOL



EXHIBIT B

PARCEL 946 110600102



COMMUNITY RECREATION CONTRACT

This agreement, made and entered into this 5TH day of AUGUST, 1968, by and between the City of Pleasanton, a general law city of and in the State of California, hereinafter called "City" and the Pleasanton Joint School District of Alameda and Contra Costa Counties, State of California, a school district, hereinafter called "District."

W I T N E S S E T H:

WHEREAS, Chapter 6 of Division 12 of the Education Code authorizes and empowers cities and public school districts having jurisdiction over the same territory to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, Section 16659 of the Education Code empowers the governing body of any school district to grant the use of any building, grounds, or equipment to any other public authority for use for community recreation purposes when such use will not interfere with the use of the buildings, grounds and equipment for any other purpose of the public school system; and

WHEREAS, District desires to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, as if fully set forth herein, for the purpose of installing, constructing, operating, maintaining and using tennis courts thereon; and

WHEREAS, City desires to install, construct, operate, maintain

NOW, THEREFORE, City and District hereby mutually covenant and agree as follows:

DIVISION I. PURPOSE

Section 1. District agrees to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, attached hereto, for community recreation purposes and for the purpose of installing, constructing, operating, maintaining and using tennis courts in accordance with conditions hereinafter set forth.

Section 2. City agrees to install, construct, operate, and maintain tennis courts on the grounds and at such locations as are described in Exhibit A, attached hereto, in accordance with the conditions hereinafter set forth.

DIVISION II. CONSTRUCTION

Section 1. City will install and construct ____ () tennis courts on the land and grounds described in Exhibit A, attached hereto, in accordance with appropriate construction standards and specifications. Plans and specifications for, and the installation and construction of, said tennis courts shall be subject to the written approval of the District.

Section 2. Title to said tennis courts shall automatically pass to the District when the installation and construction of the same is completed and accepted or approved by the District.

DIVISION III. OPERATION AND PRIORITIES OF USE

Section 1. Upon completion and dedication of said tennis courts, District agrees to grant City the right to use and operate said tennis courts for community recreation programs when such use and operation does not conflict with the normal operation of school activities and maintenance programs, and in accordance with the schedule of priorities as follows:

- b. City shall have priority at all other times.
- c. Use by one party when the other party has priority may be granted by City or District representatives.
- d. City shall have unlimited access to and use of these facilities when City has priority, except as otherwise provided by law.

Section 2. This agreement is subject to the provisions of Chapter 6, Division 12, of the Education Code.

DIVISION IV. MAINTENANCE

Section 1. The City will be responsible for the maintenance and upkeep of said tennis courts.

Section 2. The District will be responsible for supervision of activities and for proper custodial services during events occurring at said tennis courts during the time when the District has priority. The City will be responsible for supervision of activities and for proper custodial services during events occurring at said tennis courts during the time when the City has priority.

DIVISION V. LIABILITY AND INSURANCE

Except as otherwise provided herein, all insurance and liability for all acts and conditions of property shall be under terms as specified in that certain "School-City Agreement on Community Recreation Facilities and Program" dated June 27, 1966.

DIVISION VI. TERM OF AGREEMENT

The parties agree that this agreement shall be in effect for a period of sixty-six (66) years from the above date of this agreement.

IN WITNESS WHEREOF, the City of Pleasanton by its Mayor and City Clerk, thereunto duly authorized by Resolution No. 68-132, and the Pleasanton Joint School District of Alameda and Contra Costa

of such Board, have caused the document herein to be executed
by said officers in duplicate and have affixed their respective
seals hereto.

PLEASANTON JOINT SCHOOL DISTRICT

By Wallace D. Decker
President, Board of Trustees

By James S. Kane
Secretary, Board of Trustees

CITY OF PLEASANTON, A Municipal
Corporation

By Bernard T. Gerton
BERNARD T. GERTON, Mayor

By Helen C. McCarty
HELEN C. McCARTY, City Clerk

RESOLUTION NO. 287

WHEREAS, the Pleasanton Joint School District of Alameda and Contra Costa Counties and the City of Pleasanton, a general law city of and in the State of California, desire to enter into an agreement for tennis courts; and

WHEREAS, the "City" has presented a plan for the development of the tennis courts at the Pleasanton Elementary School; and

WHEREAS, the Board of Trustees of the District approves, in substance, the plan submitted;

NOW, THEREFORE, BE IT RESOLVED that the President and Clerk of the Board of Trustees of the Pleasanton Joint School District be, and hereby are, directed to enter into the Community Recreation Contract for the installation, construction, operation, maintenance, and use of said tennis courts at said Pleasanton Elementary School site.

PASSED AND ADOPTED by the following called vote this 7th day of August, 1968.

AYES: Trustees Curtola, Decker, Donaldson, Kane, Mathay

NOES: Trustees None

ABSENT: Trustees None


Clerk of the Board of Trustees of
Pleasanton Joint School District of Alameda
and Contra Costa Counties, State of
California

AGREEMENT
between the
CITY OF PLEASANTON and PLEASANTON UNIFIED SCHOOL DISTRICT
for the shared use of
CITY'S PATELCO SPORTS COMPLEX SYNTHETIC SPORTS FIELDS
DISTRICT'S SYNTHETIC SPORTS FIELD AND ALL-WEATHER TRACKS,
at AMADOR VALLEY and FOOTHILL HIGH SCHOOL

THIS AGREEMENT ("Agreement") is by and between the CITY OF PLEASANTON, a municipal corporation ("City") and the PLEASANTON UNIFIED SCHOOL DISTRICT ("District"), each also individually referred to as "Party" and collectively referred to as the "Parties."

The Parties agree as follows:

Recitals

WHEREAS, Sections 10900-10916, inclusive, of the California Education Code authorize cities and school districts to organize, promote and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and

WHEREAS, City owns, maintains, and operates three (3) multi-use, all-weather, synthetic sports fields ("City Synthetic Fields") at the Patelco Sports Complex at Bernal Community Park; and

WHEREAS, District owns, maintains, and operates two (2) multi-use, all-weather, synthetic sports fields and adjoining all-weather tracks ("District Synthetic Fields/Tracks") at Amador Valley High School and Foothill High School which grounds may be used for field/track; and

WHEREAS, City and District recognize the public need for additional fields/track space on occasion and desire to cooperate in the shared and equitable use of their respective fields/tracks to promote a program of community recreation in connection with the use of their respective fields/tracks; and

WHEREAS, parties have expressed their support and intent to provide for joint use of the fields/tracks in cooperation between the parties provided that certain conditions are met, as set forth herein.

Terms

Parties' authorization for reciprocal use of City Synthetic Fields and District Synthetic Fields/Tracks (collectively the "Facilities") is expressly conditioned on the following provisions:

1. **Effective Date, Termination.**

- a. **Term.** The term of this Agreement shall commence on July 30, 2019 and terminate on July 30, 2024 ("Term"). The Term shall be automatically extended unless either party provides the other party written notice of intent not to extend at least fifteen (15) business days prior to annual renewal.
- b. **Early Termination Without Cause.** Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.
- c. **Early Termination for Cause.** Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 11 of this Agreement. Such notice of termination shall be effective as set forth in Section 9 below.

2. **Use of Facilities.**

- a. **District Synthetic Fields/Tracks.** District shall have sole possession and use of District Synthetic Fields/Tracks during the hours that Amador and Foothill High Schools are in operation ("School Hours") unless otherwise agreed to by Parties in writing. Parties shall cooperate and coordinate as necessary for scheduling City's use of District Synthetic Fields/Tracks on an equal use basis.
 - i. When City uses District Synthetic Fields/Tracks, such use shall also include related parking facilities and restrooms for a reasonable time prior to, during, and after such use.
 - ii. The Recreation Supervisor shall be the primary point of contact for all requests of District Synthetic Fields/Tracks.
 - iii. The schedule shall be monitored, reviewed, and updated as needed by the Recreation Supervisor and Coordinators of High School Operations at the monthly City/School District Joint Facilities Use meeting.
 - iv. City shall receive priority for use of District Synthetic Fields/Tracks after official school-related programs have been scheduled. Third party rentals (non-City or District) will receive last priority.
 - v. District Synthetic Fields/Tracks may be requested: School Year: Monday through Friday, 4 – 9 p.m.; Saturday, 8 a.m. – 9 p.m.; Sunday, 8 a.m. – 5 p.m.; Summer: Monday through Saturday, 8 a.m. – 9 p.m.; Sunday, 8 a.m. – 5 p.m.
- b. **City Synthetic Fields.** City shall have sole possession of City Synthetic Fields during scheduled City programs and events, and when City has scheduled City Co-sponsored

Sports Groups, unless otherwise agreed to by Parties in writing. Parties shall cooperate and coordinate as necessary for scheduling District's use of City Synthetic Fields on an equal use basis.

- i. When District uses City Synthetic Fields, such use shall also include use of related public parking facilities and restrooms for a reasonable time prior to, during, and after such use.
 - ii. The Coordinators of High School Operations shall be the primary point of contact for all requests of City Synthetic Fields.
 - iii. The schedule shall be monitored, reviewed, and updated as needed by the Recreation Supervisor and the Athletic Directors at the monthly City/School District Joint Facilities Use meeting.
 - iv. District shall receive priority for use of City Synthetic Fields after City and City Co-sponsored Sports Groups have been scheduled. Rentals and special use requests unrelated to City, City Co-sponsored Sports Groups, and District requests will receive last priority.
 - v. City Synthetic Fields may be requested: School Year: Monday through Friday, 3:30 – 10 p.m.; Saturday and Sunday, 8 a.m. – 10 p.m.; Summer: Daily, 8 a.m. – 10 p.m.
- c. Clean-Up. The Party using the other Party's Facilities shall be responsible for clean-up after each such use. Should the Party whose facility has been used by the other Party need to assume custodian or janitorial costs due to the other Party's use of the Facilities and failure to clean-up, such costs shall be documented and may be billed to the responsible Party with sufficient information accompanying the billing to identify the reason for required additional custodian or janitorial service. Each Party shall communicate information regarding clean-up problems noted to the other Party in an effort to improve conditions. Janitorial fees may apply for tournament-style events.
- d. Maintenance. Each Party will use reasonable efforts to ensure that its respective Facilities are maintained in operable condition twelve (12) months each year, except for those periods of time required for repair or maintenance. Additional maintenance provisions are set forth in Section 3, below.
- e. Right to Cancel. City and District may cancel scheduled use at any time to perform emergency maintenance of Facilities. Each Party shall provide the other Party with telephone and email contact information of personnel who will provide or receive notification of unscheduled emergency closure or unavailability of all or portions of the Facilities.
- f. Equipment. Parties agree to share recreational apparatus and equipment related to use of Facilities, including, but not limited to, soccer goals/nets, lacrosse goals/nets, football

goal posts, and permanent track items. Such equipment shall remain the property of the Party furnishing it. Parties shall not furnish or install recreational and educational apparatus when using the other Party's facility absent express written approval. The use of scoreboards, concession stands, press boxes, audio and video (a/v) equipment are not part of this Agreement.

- g. Lighting. Stadium field lighting at the Facilities shall be scheduled by Parties at no charge for the first year of this Agreement. Charges thereafter, if any, shall be agreed upon in writing by District Superintendent and City Manager, or their designees. Field lighting at District Synthetic Fields/Tracks shall not be scheduled past 9:00 p.m. Field lighting at City Synthetic Fields shall not be scheduled past 10:00 p.m.
 - h. Rules Applicable to Use. At all times when Facilities are used pursuant to this Agreement, such use shall be under the supervision and control of the Party requesting such use, its agents and employees and administered and operated in accordance with all rules and regulations established by both Parties. If conflict occurs between the Parties' rules and regulations, the stricter rule or regulation shall apply. Each Party agrees to assume full responsibility for the scheduling, supervision, and control of activities conducted during such Party's use of the other Party's Facilities.
 - i. Personnel. Each Party agrees to provide an adequate number of personnel or agents when using the other Party's Facilities.
 - j. Damages. Parties shall assume responsibility for damage occurring when using the other Party's Facilities. The Party using the other Party's Facilities shall promptly notify the other Party with reasonable specificity about the location, nature and extent of the damage when such damage occurs.
3. Maintenance of Facilities.
- a. Each Party shall provide its own regular maintenance, including custodial and janitorial services, of its respective Facilities at no charge to the other party. Charges, if any, shall be agreed upon in writing by District Superintendent and City Manager, or their designees. Janitorial fees may apply for tournament-style events.
 - b. Facilities generally shall be maintained in accordance with the standards set forth by the Party which owns the facility. The City Manager and Superintendent of Schools are hereby authorized to agree to modifications of the maintenance standards of the Facilities.
 - c. Any concerns regarding maintenance of the Facilities should be communicated by the Party using the other Party's Facilities by email or telephone with sufficient detail.
 - d. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either Party by imposing any standard of care respecting the design,

construction and maintenance of the Facilities different from the standard of care imposed by law.

4. **Insurance.**

- a. Both parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, with minimum limits as follows:

<u>Personal Injury</u>	<u>Property Damage</u>
\$1,000,000 each occurrence	\$1,000,000 each occurrence
\$2,000,000 aggregate	\$2,000,000 aggregate

- b. City shall name District and its governing Board members, employees, and agents as additional insureds for such policies. District shall name City and its officials, employees, agents as additional insureds.
- c. Each party shall provide the other Party with certificates of insurance within one (1) week of full execution of this Agreement.

5. **Indemnification.**

- a. **Indemnification by City.** City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of District Synthetic Fields/Tracks under this Agreement.
- b. **Indemnification by District.** District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board, officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of City Synthetic Fields under this Agreement.
- c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.
6. **Assignment.** Neither Party may assign its rights or delegate its duties pursuant to this Agreement.
7. **Previous Agreements.** This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the use of the Facilities.

8. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.
9. **Notices.** Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

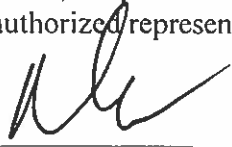
To CITY:
Nelson Fialho
City Manager City of Pleasanton
123 Main Street
Pleasanton, CA 94566

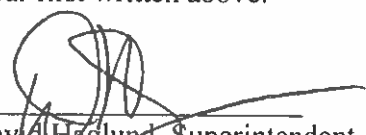
To DISTRICT:
David Haglund
Superintendent, P.U.S.D.
4665 Bernal Avenue
Pleasanton, CA 94566

10. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California. Venue shall be in Alameda County, California.
11. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.
12. **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.
13. **Waiver.** Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
14. **Warranty of Authority.** The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.
15. **Headings and Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
16. **Attorney's Fees.** If suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective reasonable attorney's fees and costs.

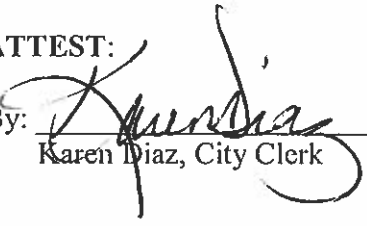
17. **Approval of the District Board.** This Agreement shall not be binding upon District until District's governing Board has approved all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

By: 
Nelson Fialho, City Manager

By: 
David Haglund, Superintendent

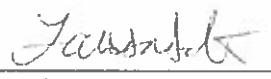
ATTEST:

By: 
Karen Diaz, City Clerk

By: 
Steve Maher, Clerk, Board of
Trustees

Valerie Arkin,
President, Board of
Trustees

Approved as to Form:

By: 
Daniel Sodergren, City Attorney

March 19, 2024
Police

TITLE: APPROVE ANNUAL STREET CLOSURES FOR 2024

SUMMARY

The Pleasanton Municipal Code requires City Council approval of parades and special events which necessitate the temporary closure of city streets and temporary parking restrictions.

RECOMMENDATION

Approve the special events street closures for 2024.

BACKGROUND

During 2024, 24 special events are planned which will require street closures or parking restrictions. Staff recommends the City Council approve these events for the calendar year.

DISCUSSION

Advance approval for most events will streamline the approval process without sacrificing City input and control.

If approval is granted for the stated events, the Police Department will continue to process all event applications as in prior years. Event organizers will be required to submit a parade/street closure application, an insurance policy to indemnify the City from liability associated with the event, and detailed information about the operation of the event. Police Department staff will ensure event organizers effectively manage community notifications of potential event impacts as well as associated roadway closures.

Prior to each event, the Police Chief will declare that an unusual condition exists, thereby allowing city streets to be temporarily closed and authorizing temporary parking controls affected streets to be enforced.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

This action supports the ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs* to foster community engagement and conduct effective planning to promote a livable and economically vibrant community.

FISCAL IMPACT

This street closure information is being provided to provide the City Council with an estimate of personnel costs connected to street closures in 2024. It is estimated the Police Department will expend approximately 414 hours on street closures and event staffing relating to 24 special events this year. Similarly, the Streets Division estimates approximately 364 hours to prepare for, set up, and after the event collect barriers, cones, and barricades for the special events noted in this staff report.

After calculating the Police personnel costs, at an overtime rate, and the Streets Division personnel costs at an overtime rate, associated with 2024 special events, the cost of street closures associated with the events report are approximately \$125,106 (\$67,122 in the Police Department; \$57,984 in the Streets Division). These costs are included in the City's General Fund budget within the respective departmental budgets. At this time, the City does not recover the costs from the event organizers, although that is currently under review toward making a staff recommendation to the City Council.

Prepared by:

Jason Knight

Jason Knight, Police
Sergeant

Submitted by:

David Swing

David Swing, Police Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. City Council Street Closures List 2024

Recommended Annual Street Closures

<u>Month</u>	<u>Event Name</u>	<u>Location</u>
<u>April</u>		
28	PPIE 5K/10K/15K	Main Street/various neighborhood
<u>June</u>		
1	Dash for Cash	Franklin/Johnson
1-2	First Weekends on Main	Main St.
7,14,21,28	Concerts in the Park	Neal Street from Railroad and First St.
<u>July</u>		
6-7	First Weekends on Main	Main St.
5,12,19,26	Concerts in the Park	Neal Street from Railroad and First St.
<u>August</u>		
3-4	First Weekends on Main	Main St.
2,9,16,23,30	Concerts in the Park	Neal Street from Railroad and First St.
17 or 24	Soccer Parade	Main Street and nearby streets
<u>October</u>		
13	Spirit Halloween Run	Main Street and nearby streets
26	FHS Band Parade	Main Street and nearby streets
<u>November</u>		
3	Veteran's Day Parade	Main Street and nearby streets
<u>December</u>		
7	Hometown Holiday Parade	Main Street and nearby streets
7-8	First Weekends on Main Street	Main St.

CITY COUNCIL AGENDA REPORT

March 19, 2024
Public Works - Engineering Division

TITLE: APPROVE PLANS AND SPECIFICATIONS, REVIEW BIDS, AND AWARD A CONSTRUCTION CONTRACT TO JMB CONSTRUCTION, INC. IN THE AMOUNT OF \$7,852,150 FOR THE NEAR-TERM WATER IMPROVEMENTS PROJECT, CIP NO. 24171 AND BUDGET AMENDMENTS IN THE WATER OPERATING FUND AND THE WATER REPLACEMENT CAPITAL FUND

SUMMARY

The Near-Term Water Improvements Project, CIP 24171 combines the Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (F-1 Line), CIP No. 24171, and the Sunol Boulevard 20-Inch Water Main (F-7 Line), CIP No. 24173. The combined projects are the remainder of the three capital improvement projects required to maintain a balanced water system in response to the limited availability of water from City-owned wells caused by the presence of PFAS in the aquifer, to meet future demands, and to improve the reliability of the system.

Work on Stoneridge Drive will occur from Johnson Drive to Hopyard Road and include installation of approximately 3,200 linear feet of 24-inch fusible PVC water main pipe; 450 linear feet of ductile iron pipe ranging in diameter from 18 to 24 inches; site preparation for installation of a new prefabricated booster station, being procured separately; and installation of the prefabricated booster station with a new Zone 7 connection, once fabrication is complete. Work on Sunol Boulevard will extend from Sycamore Road to Bernal Avenue and include the installation of 4,500 linear feet of 20-inch ductile iron pipe connecting to the existing City system at each end. The project was designed, reviewed, and approved by City staff and competitively bid. Six bids were received on February 22, 2024, and staff recommends awarding the project to the lowest responsible bidder, JMB Construction, Inc. of South San Francisco, in the amount of \$7,852,150 for the Near-Term Water Improvements Project, CIP Nos. 24171. In addition, staff recommends approving various consultant contract amendments and task authorizations for construction support services.

RECOMMENDATION

Approve plans and specifications, review bids, and award a construction contract to JMB Construction, Inc. in the amount of \$7,852,150 for the Near-Term Water Improvements Project, CIP No. 24171 and budget amendments in the Water Operating Fund and the Water Replacement Capital Fund.

1. Authorize the City Manager to enter into the project contract.
2. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change order(s) for a contingency amount of \$1,280,000 (approximately 15 percent of the contract and \$100,000 for Zone 7 work) for unforeseen yet necessary related work.
3. Authorize the City Engineer to issue a purchase order with DPI, Inc. in the amount of

\$35,000 for the purchase of one 24-inch gate valve with a blind flange.

4. Authorize the Director of Public Works, or authorized staff, to issue a contract amendment for Woodard & Curran, Inc. for additional design services and construction support services in the amount of \$110,000.
5. Authorize the City Manager to extend the purchase order agreement by six months for stand-by pumps at Turnout No. 4 with Rain for Rent for an additional amount of \$62,400 for a not-to-exceed amount of \$262,400.
6. Authorize the Director of Public Works, or authorized staff, to issue a Work Task Authorization under the on-call agreement (2022228) with Carlson Management, Inc. to provide construction management services in the amount of \$330,000.

7. Authorize the consolidation of the Sunol Boulevard 20-Inch Water Main Project (CIP No. 24173) to the Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (CIP No. 24171) and rename CIP No. 24171 as Near-Term Water Improvements.

8. Approve the following budget amendments:

- Transfer \$255,000 from the Sunol Boulevard 20-Inch Water Main Project (CIP No. 24173) to the Near-Term Water Improvement (CIP No. 24171).
- Increase expenditure budget appropriation for the Near-Term Water Improvement Project (CIP No. 24171) by \$9,654,538.
- Increase revenue budget appropriation for the Near-Term Water Improvement Project (CIP No. 24171) by \$100,000.
- Transfer \$5,000,000 from the Water Operating Fund (Fund 420) to the Water Replacement CIP Fund (Fund 421).

BACKGROUND

The City is a water retailer that operates and maintains a water distribution system to deliver water to residences and businesses for domestic and irrigation uses within the city. Alameda County's Zone 7 Water Agency is the Tri-Valley's water wholesaler that procures water from the state and regional wells, treats the water, and then sells the water to Pleasanton and other Tri-Valley water retailers for distribution. Pleasanton is a unique retailer as, in addition to purchasing water from Zone 7, the City also has an annual groundwater pumping quota of 3,500 acre-feet from its own local wells, which is approximately 20 percent of the water used in the city. The City wells are primarily utilized during the warmer time of year to meet increased water demands.

The City purchases water from Zone 7, housed in underground vaults that are called turnouts, where water from Zone 7 is pushed into the City's system and is controlled, fluorinated, and metered. The water distribution system was designed to incorporate the locations of both the turnouts and City wells to maintain balanced system pressure. Changes to the volume of water entering the system through different turnouts and wells can cause pressure variations within the system; City staff actively monitors the system to ensure that pressures in the system meet American Water Works Association standards.

With the presence of PFAS in portions of the aquifer that both the City and Zone 7 wells draw from, the City has limited use of its well to only as necessary during critical periods to meet peak demands. During summer 2023 peak demands of 18 million gallons per day (mgd) were

lower than the anticipated peak daily demand of 25.8 mgd, attributed to lower temperatures, continued conservation, and modification of the operation of the City's water system. To meet peak demands without using the wells, the City coordinated with high water users — including the City at its parks and Callippe Preserve Golf Course — to conserve and reduce water usage. To prevent damage to landscaping by greatly reducing water use during the peak demands, landscape areas were watered without conservation when water was available and demand on the system was low.

This project combines the remaining two of the three improvements needed to meet this demand. The projects were combined to meet schedule demands and to create staffing efficiencies related to administering a single contract. Staff recommends consolidating the two projects into one and renaming as the Near-Term Water Improvements Project, CIP 24171.

DISCUSSION

Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (F-1 Line), CIP No. 24171

On August 15, 2023, the City Council approved and authorized the City Manager to execute a professional services agreement with Woodard & Curran, Inc. for the design of the Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (F-1 Line), CIP No. 24171. Turnout 4 is located at the southwest corner of the intersection of Stoneridge Drive and Hopyard Road, and connects to Zone 7's 20-inch supply line in Hopyard Road. It was built in 1980 with a capacity of 4,500 gallons per minute (gpm). The control and metering equipment are housed below grade in a concrete vault with a small building to house the fluoride chemicals and control systems. The site is shared with a "Welcome to Pleasanton" sign, electrical cabinet, and traffic signal equipment.

The turnout operates with higher pressure from Zone 7, pushing water into the City's distribution system. As the Tri-Valley area grew, the available pressure from Zone 7's system decreased when other agencies filled their systems, thus reducing the turnout's capacity to below 1,000 gpm during peak demand. A water booster station is required to ensure the demand can be met regardless of other agencies' activity. The booster station will use electric pumps to pull water from Zone 7's system and increase the pressure to the City's system-desired water-pressure setting, and will be designed to meet the future peak demand of 5,200 gpm.

The existing site has minimal space. Staff and the City's design consultant, Woodard & Curran Inc., are currently developing plans and request for proposals to solicit bids for purchasing a prefabricated booster station (built off-site). This will be placed using a crane as part of the Near-Term Water Improvements Project, thereby limiting the site work to the below-grade piping. During construction, the existing turnout, fluoride system, traffic signal controller, and temporary booster pump will remain in operation.

A new 20-inch water line is needed on Stoneridge Drive from Hopyard Road to Johnson Drive (approximately 3,500 linear feet) to increase the capacity of the existing 12-inch and 16-inch water lines currently being fed from Turnout 4. The existing 12-inch asbestos concrete pipe built before the 1960s is nearing the end of its useful life and was recommended for replacement as part of the Water System Condition Assessment. As such, the size of the new water line size was increased from 20 inches to 24 inches and will replace the capacity of the 12-inch line when it is decommissioned.

Sunol Boulevard 20-Inch Water Main (F-7 Line), CIP No. 24173

On August 15, 2023, the City Council approved and authorized the City Manager to execute a professional services agreement with Mark Thomas for the design of the Sunol Boulevard 20-inch Water Main (F-7 Line), CIP No. 24173.

A new 18-inch water line is needed on Sunol Boulevard from the intersection of First Street and Bernal Avenue to Sycamore Creek (approximately 4,500 linear feet) to increase the capacity of the existing 12-inch and 16-inch water lines in the roadway. The existing 12-inch cast iron pipe built before the 1960s is nearing the end of its useful life and was recommended to be replaced as part of the Water System Condition Assessment. As such, it is recommended to increase the new water line size from 18-inches to 20-inches to replace the capacity of the 12-inch line when it is decommissioned. The cost savings associated with installing one 20-inch line versus an 18-inch line, plus the replacement of the 12-inch line, is estimated to be \$300 per linear foot of pipe.

Bids

Sealed bids for this project were received on February 22, 2024. Six bids were received, ranging from the low bid amount of \$7,852,150 to the high bid amount of \$13,758,080. The low bid amount, submitted by JMB Construction, Inc. is approximately 9.3 percent below the Engineer's Estimate of \$8,653,750 (see Attachment 1 for bid summary). Staff reviewed bids and found the low bid responsive and responsible. Past work performed by the low bidder was verified to be satisfactory. Staff recommends awarding the construction contract to JMB Construction, Inc.

Consultant/Specialty Services

Installation of the new pipeline will require the removal and replacement of an estimated 45 traffic signal loop detectors. Loop replacement will be performed by the City's on-call traffic signal maintenance contractor for an estimated cost of \$22,500.

The Stoneridge Drive portion of the work requires a new 24-inch gate valve, which is not a standard stock item, to be installed prior to peak summer demands. A check of several suppliers identified that there are no 24-inch gate valves currently available in California that meet the project time frame. To avoid potential project delays, staff recommends the purchase of a 24-inch gate valve from DPI, Inc. that had a surplus new 24-inch valve available for purchase for \$35,000. The valve has been tested by City staff and the cost is below vendor proposals for a new valve.

Woodard & Curran, Inc., the project designer for the Stoneridge Drive portion of the work, will provide value engineering services in negotiating with potential booster station providers after initial proposals ranged from \$1.7 - \$1.8 million as compared to an engineer's estimate of \$850,000. Woodward & Curran was tasked with designing a flushing station for the Stoneridge Drive pipeline, which was not a part of the original scope of work for the project, but is necessary for safe cleaning and disinfection of the pipe. This work is not included in its original contract and has an estimated cost of \$45,000. Woodard & Curran, Inc. will also provide construction support services during the project, including review of contractor submittals and requests for information, surveying of pipe alignment, testing of the completed installed cathodic protection system, and development of record drawings, for an estimated cost of \$65,000. This work is not included in Woodward & Curran's original contract.

Mark Thomas & Company Inc. will provide construction support services for the Sunol Boulevard portion of the work, including review of contractor submittals and requests for information and development of record drawings. This work will be covered by cost savings from the design under the original contract.

The current schedule for procurement and installation of the prepackage booster station is spring 2025. The City is currently renting pumps from Rain for Rent, which are located at Turnout 4, to be used if the water system requires additional pressure during demand peaks. The rental contract will be extended for six months beyond the current lease's end date to spring 2025, when the new booster station can manage system requirements, for an additional amount of \$62,400 for a new not-to-exceed amount of \$262,400.

Carlson Management, Inc., will provide resident engineering services for the project under their existing on-call construction management agreement for an estimated \$330,000. Materials testing services will be provided for an estimated \$50,000 under the City's existing on-call materials testing agreements. These services include required testing of the materials used for backfill and compaction of the trenches associated with the pipeline installation.

Zone 7 Cathodic Protection

Zone 7 was planning to install cathodic protection test stations on its Zone 7 transmission main on Hopyard Road in 2025. However, Hopyard Road is scheduled to be repaved this summer (in 2024) as part of the Annual Resurfacing Program which will then have a seven-year moratorium for disturbing the new pavement. With this, Zone 7 has expedited the project design and is requesting the City's contractor JMB Contractor perform the cathodic work prior to the City's paving project. Similar work is already included in the City's project scope and the City will request a proposal for the added Zone 7 work upon completion of the design (which Zone 7 will review and approve). The City would be reimbursed under the existing joint powers reimbursement agreement between Zone 7 and City for any costs associated with Zone 7 work. Staff recommended adding an additional \$100,000 in project contingency to cover any reimbursable work performed on behalf of Zone 7.

Schedule

The start of construction will begin in April 2024 and be completed in late December 2024. The contractor will then remobilize to install the prefabricated booster station when available in late spring 2025. The work will not impact the ability of the City to meet the seasonal peak water demands during construction.

EQUITY AND SUSTAINABILITY

Staff followed the City Procurement Policy for purchasing procedures as these types of projects are routine matters of City business.

OUTREACH

Construction notices will be sent to adjacent residences and businesses prior to the start of construction and shared on the City's messaging platforms and website.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing*

in Our Environment, Strategy 1 – Implement the Four Year Capital Improvement Program (CIP) to complete the design and construction of budgeted capital projects and Strategy 3 – Identifying funding and implement the recommendations from the Water Supply Alternative Study to resolve PFAS water quality issues.

FISCAL IMPACT

A total of \$986,487 is currently budgeted in two CIP projects, the Sunol Boulevard 20-Inch Water Main Project (CIP No. 24173) and the Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (CIP No. 24171), for the design phase. Staff recommends consolidating these two projects into CIP No. 24171 and renaming as the Near-Term Water Improvements Project. The anticipated total expenditure for this project is \$10,641,025, including a project contingency of \$1,280,000 (approximately 15 percent of the bid amount and \$100,000 for Zone 7). The contingency is for unanticipated costs that may become apparent during the construction phase and Zone 7 cathodic protection work. The budget includes advertising costs, \$35,000 for City furnished material, \$22,500 for the replacement of traffic signal loop detectors, \$110,000 for consultant design and construction support services, \$62,400 for rental of temporary pumps, \$330,000 for resident engineering services and \$50,000 for material testing services under existing on-call contracts.

The anticipated total expenditure of \$10,641,025 leaves a project shortfall of \$9,554,538. A reimbursement resolution was approved by the City Council on March 5, 202, that will allow for the expenditures associated with this project to be reimbursed at a later date once bond proceeds become available. Staff estimates that approximately \$5.0 million will be spent through July 2024 and recommends utilizing funds from the Water Operating Fund (Fund 420) to cover these costs. Funds will be transferred back to the Water Operating Fund once the proceeds are available from an anticipated bond sale in early June 2024. Additionally, \$100,000 for work associated with installing cathodic protection test stations will be reimbursed by Zone 7. The funding and anticipated project expenditures are detailed in Attachment 2.

Prepared by:



Adam Nelkie, Acting
Director, Public Works

Submitted by:



Adam Nelkie, Acting Director, Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Bid Summary
2. Financial Expenditure Summary
3. Location Map
4. Professional Services Agreement with Woodard & Curran

Near Term Water Improvements, CIP Nos. 24171 & 24173

Owner: City of Pleasanton

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		JMB Construction, Inc.		DPI, Inc.	
						132 South Maple Avenue		5942 Las Positas Road	
						South San Francisco, CA 94080		Livermore, CA 94551	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	1	LS	\$736,000.00	\$736,000.00	\$230,000.00	\$230,000.00	\$276,507.36	\$276,507.36
2	Traffic Control	1	LS	\$150,000.00	\$150,000.00	\$177,000.00	\$177,000.00	\$212,205.05	\$212,205.05
3	Site Demolition, Finished Site Work and Grading	1	LS	\$75,000.00	\$75,000.00	\$110,000.00	\$110,000.00	\$138,429.65	\$138,429.65
4	Trench Shoring	1	LS	\$40,000.00	\$40,000.00	\$95,000.00	\$95,000.00	\$27,623.69	\$27,623.69
5	Zone 7 Connection	1	LS	\$125,000.00	\$125,000.00	\$88,000.00	\$88,000.00	\$104,965.71	\$104,965.71
6	Turnout 9' x 13' Precast Concrete Vault with Access Hatch	1	EA	\$55,000.00	\$55,000.00	\$128,000.00	\$128,000.00	\$116,421.81	\$116,421.81
7	8" Sch 40 PVC Vent Pipe and Fittings with 2' Cover	1	EA	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$4,726.54	\$4,726.54
8	12" Diameter x 36" High Armorcast Standpipe Vent with 24 Vent Slots, Model P6002712, or equal	1	EA	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,159.92	\$1,159.92
9	Concrete Slab for Package Pump Station – Size and Reinforcement per Foundation Plan	1	LS	\$18,000.00	\$18,000.00	\$44,500.00	\$44,500.00	\$31,555.40	\$31,555.40
10	Fluoride Improvements (New 500-gallon Fluoride Chemical Tank and Fittings, Containment Curb Modifications, New Fluoride Vault, and Removal of Old Equipment)	1	LS	\$2,000.00	\$2,000.00	\$125,000.00	\$125,000.00	\$63,231.85	\$63,231.85
11	14" FLG x PE DI Spool	2	EA	\$1,250.00	\$2,500.00	\$3,600.00	\$7,200.00	\$3,701.59	\$7,403.18
12	14" FLG x FLG Gate Valve	1	EA	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00	\$13,129.31	\$13,129.31
13	Rosemount Model 8712E Pressure Transmitter with 125/150 FLG Drilling	2	EA	\$5,000.00	\$10,000.00	\$8,400.00	\$16,800.00	\$737.49	\$1,474.98
14	14" FLG x FLG Rosemount Flow Meter, Model 8705	1	EA	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$2,155.16	\$2,155.16
15	14" Dezurik VPB V-Port Ball Valve with ANSI 150 Flanges, Rotork Electric Motor, and Operator IQTM2000 Modulating 480 Vac Main Voltage	1	EA	\$35,000.00	\$35,000.00	\$85,000.00	\$85,000.00	\$88,249.81	\$88,249.81
16	14" FLG x FLG DI Spool	1	EA	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$3,588.69	\$3,588.69
17	Water Sampling Tap	1	EA	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,126.72	\$1,126.72
18	14" Dismantling Joint, Romac Model DJ400 or Equal with Tie Rods	1	EA	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$5,043.58	\$5,043.58
19	14" Combination Pressure Reducing Check Valve, Cla-Val Model 94-01	1	EA	\$30,000.00	\$30,000.00	\$53,000.00	\$53,000.00	\$54,653.02	\$54,653.02
20	24" C900 DR18 (Class 235) FPVC Discharge Piping	3200	EA	\$500.00	\$1,600,000.00	\$550.00	\$1,760,000.00	\$480.00	\$1,536,000.00
21	Utility Potholes	60	LF	\$1,000.00	\$60,000.00	\$1,250.00	\$75,000.00	\$1,136.22	\$68,173.20
22	18" DIP, Class 350	210	LF	\$575.00	\$120,750.00	\$550.00	\$115,500.00	\$560.89	\$117,786.90
23	16" DIP, Class 350	200	LF	\$300.00	\$60,000.00	\$500.00	\$100,000.00	\$484.78	\$96,956.00
24	24" DIP, Class 350	35	LF	\$700.00	\$24,500.00	\$750.00	\$26,250.00	\$2,386.95	\$83,543.25
25	6" Gate Valve, FLG x MJ	1	EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$9,953.05	\$9,953.05
26	12" Gate Valve, FLG x FLG	2	EA	\$7,500.00	\$15,000.00	\$5,800.00	\$11,600.00	\$5,077.81	\$10,155.62
27	12" Gate Valve, FLG x RMJ	2	EA	\$7,500.00	\$15,000.00	\$5,800.00	\$11,600.00	\$5,136.42	\$10,272.84
28	16" Gate Valve, FLG x MJ	2	EA	\$16,000.00	\$32,000.00	\$15,000.00	\$30,000.00	\$14,111.83	\$28,223.66
29	16" Gate Valve, FLG x RMJ	2	EA	\$16,000.00	\$32,000.00	\$15,000.00	\$30,000.00	\$14,080.78	\$28,161.56
30	18" Gate Valve, FLG x RMJ	4	EA	\$24,000.00	\$96,000.00	\$22,000.00	\$88,000.00	\$21,717.72	\$86,870.88

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		JMB Construction, Inc.		DPI, Inc.	
						132 South Maple Avenue		5942 Las Positas Road	
						South San Francisco, CA 94080		Livermore, CA 94551	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
31	Install City Furnished 24" Gate Valve, FLG x RMJ	1	EA	\$30,000.00	\$30,000.00	\$3,500.00	\$3,500.00	\$5,124.81	\$5,124.81
32	24" x 16" DIP Reducer, FLG x MJ	1	EA	\$3,250.00	\$3,250.00	\$4,500.00	\$4,500.00	\$5,681.93	\$5,681.93
33	12" x 6" DIP Reducer	1	EA	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,232.23	\$1,232.23
34	16" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$3,887.75	\$3,887.75
35	18" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,934.09	\$2,934.09
36	24" x 12" FLG x FLG DIP Reducer	2	EA	\$3,500.00	\$7,000.00	\$3,400.00	\$6,800.00	\$4,124.75	\$8,249.50
37	24" x 16" DIP Reducer FLG x FLG	1	EA	\$3,250.00	\$3,250.00	\$4,500.00	\$4,500.00	\$5,644.39	\$5,644.39
38	24" x 18" DIP Reducer FLG x FLG	1	EA	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$4,571.42	\$4,571.42
39	16" Res Solid Sleeve	4	EA	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$2,424.23	\$9,696.92
40	12" Transition Coupling	3	EA	\$1,300.00	\$3,900.00	\$900.00	\$2,700.00	\$1,341.76	\$4,025.28
41	12" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,767.04	\$1,767.04
42	16" 45° Elbow, FLG x FLG	1	EA	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,712.55	\$2,712.55
43	18" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$4,375.46	\$4,375.46
44	18" MJ DI 90° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$4,660.55	\$4,660.55
45	18" DI 45° Elbow RMJ	2	EA	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$4,375.46	\$8,750.92
46	18" FLG x MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,744.31	\$4,744.31
47	24" DI 45° Elbow FLG	3	EA	\$6,000.00	\$18,000.00	\$4,500.00	\$13,500.00	\$6,082.15	\$18,246.45
48	24" DI 11.25° Elbow RMJ	4	EA	\$6,000.00	\$24,000.00	\$4,100.00	\$16,400.00	\$5,698.33	\$22,793.32
49	18" x 12" Tee FLG	1	EA	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$6,767.17	\$6,767.17
50	16" Tee FLG x FLG x RMJ	2	EA	\$10,000.00	\$20,000.00	\$4,700.00	\$9,400.00	\$5,133.47	\$10,266.94
51	16" x 16" x 12" Tee with Blind Flange	1	EA	\$12,000.00	\$12,000.00	\$7,200.00	\$7,200.00	\$7,975.94	\$7,975.94
52	24" Tee FLG	1	EA	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$9,263.84	\$9,263.84
53	24" x 12" MJ x FLG Tee	1	EA	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$7,936.13	\$7,936.13
54	24" DIP Cross	1	EA	\$8,600.00	\$8,600.00	\$12,000.00	\$12,000.00	\$19,533.56	\$19,533.56
55	18" x 16" DIP Cross	1	EA	\$7,400.00	\$7,400.00	\$5,000.00	\$5,000.00	\$10,776.20	\$10,776.20
56	18" x 12" DIP Cross	1	EA	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$13,287.23	\$13,287.23
57	12" FL x PE 5' Spool	1	EA	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$2,571.77	\$2,571.77

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						South San Francisco, CA 94080		Livermore, CA 94551	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
58	12" FLG x PE Spool with Transition CPLG	1	EA	\$1,150.00	\$1,150.00	\$2,800.00	\$2,800.00	\$3,693.41	\$3,693.41
59	16" FCA ACP OD	1	EA	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$4,634.28	\$4,634.28
60	16" Solid Sleeve RMJ	4	EA	\$1,800.00	\$7,200.00	\$1,500.00	\$6,000.00	\$2,212.42	\$8,849.68
61	16" FLG x PE DI Spool	3	EA	\$3,000.00	\$9,000.00	\$2,900.00	\$8,700.00	\$3,627.39	\$10,882.17
62	12" DI Spool 5'	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,606.16	\$5,212.32
63	16" DI Spool 8'	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,874.08	\$4,874.08
64	16" DI Spool 3'	1	EA	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$2,744.46	\$2,744.46
65	16" FLG x MJ Adapter	4	EA	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,776.14	\$7,104.56
66	18" DIP Spools – var. lengths	3	EA	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$5,801.79	\$17,405.37
67	18" FLG x PE Spool – 2'	1	EA	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$3,100.28	\$3,100.28
68	24" FLG x MJ Adapter	1	EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,320.29	\$3,320.29
69	2" Combination Air Valve Assembly	5	EA	\$9,000.00	\$45,000.00	\$10,000.00	\$50,000.00	\$8,125.66	\$40,628.30
70	Fire Hydrant Assembly per City Std. No 307	1	EA	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$12,078.91	\$12,078.91
71	Pipe Supports	3	EA	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$2,075.04	\$6,225.12
72	Jack and Bore Crossing (including 24" FPVC installed, 42" Steel Casing, and Jacking and Receiving Shafts pipe and fittings)	1	LS	\$192,500.00	\$192,500.00	\$280,000.00	\$280,000.00	\$125,460.72	\$125,460.72
73	Not used				\$0.00		\$0.00		
74	Striping/Markings	1	LS	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$43,125.00	\$43,125.00
75	Water Main Abandonment	1	LS	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$10,224.43	\$10,224.43
76	Remove Pipe	1	LS	\$50,000.00	\$50,000.00	\$12,000.00	\$12,000.00	\$42,262.69	\$42,262.69
77	BMPs/Storm Water Pollution Control Plan	1	LS	\$20,000.00	\$20,000.00	\$47,000.00	\$47,000.00	\$27,082.50	\$27,082.50
78	Cathodic Test Stations	12	EA	\$1,200.00	\$14,400.00	\$4,500.00	\$54,000.00	\$1,742.48	\$20,909.76
79	30# or 18# Anode Bags	41	EA	\$500.00	\$20,500.00	\$450.00	\$18,450.00	\$456.33	\$18,709.53
80	Flushing Station (Gooseneck and Inlet Box)	1	LS	\$125,000.00	\$125,000.00	\$120,000.00	\$120,000.00	\$194,172.36	\$194,172.36
81	Install Package Booster Pump Station Furnished by Supplier	1	LS	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$21,020.23	\$21,020.23
82	24" FPVC Vertical Depth Adjustments (0FT to 2FT)	1000	LF	\$50.00	\$50,000.00	\$25.00	\$25,000.00	\$15.40	\$15,400.00

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
83	24" FPVC Vertical Depth Adjustments (2FT to 4FT)	100	LF	\$100.00	\$10,000.00	\$45.00	\$4,500.00	\$35.67	\$3,567.00
84	24" FPVC Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$74.10	\$741.00
85	24" FPVC Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$107.60	\$1,076.00
86	18" DIP Vertical Depth Adjustments (0FT to 2FT)	100	LF	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$12.25	\$1,225.00
87	18" DIP Vertical Depth Adjustments (2FT to 4FT)	50	LF	\$100.00	\$5,000.00	\$45.00	\$2,250.00	\$26.40	\$1,320.00
88	18" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$64.19	\$641.90
89	18" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$103.94	\$1,039.40
90	16" DIP Vertical Depth Adjustments (0FT to 2FT)	75	LF	\$50.00	\$3,750.00	\$22.00	\$1,650.00	\$14.54	\$1,090.50
91	16" DIP Vertical Depth Adjustments (2FT to 4FT)	10	LF	\$100.00	\$1,000.00	\$42.00	\$420.00	\$37.23	\$372.30
92	16" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$90.00	\$900.00	\$95.75	\$957.50
93	16" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$135.00	\$1,350.00	\$75.17	\$751.70
94	Electrical System	1	LS	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$318,323.18	\$318,323.18
95	PG&E Conduit from transformer to PG&E Tie-In. two 3" conduit and one pull box	250	LF	\$300.00	\$75,000.00	\$350.00	\$87,500.00	\$290.05	\$72,512.50
1	UTILITY POTHOLE	40	EA	\$900.00	\$36,000.00	\$1,250.00	\$50,000.00	\$21,574.00	\$862,960.00
2	20-inch DIP (HDSS)	4468	LF	\$600.00	\$2,680,800.00	\$410.00	\$1,831,880.00	\$415.57	\$1,856,766.76
3	NOT USED				\$0.00		\$0.00		
4	Sta 10+00.00 TIE-IN	1	LS	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$31,930.94	\$31,930.94
5	Sta 15+34.15 60" CMP SD CROSSING	1	LS	\$200,000.00	\$200,000.00	\$80,000.00	\$80,000.00	\$39,930.94	\$39,930.94
6	Sta 30+00.00 BORE AND JACK CASING AND CARRIER PIPE	1	LS	\$400,000.00	\$400,000.00	\$300,000.00	\$300,000.00	\$168,395.33	\$168,395.33
7	Sta 50+76.23 FLUSHING CONNECTION	1	LS	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$58,631.35	\$58,631.35
8	Sta 54+67.86 TIE-IN	1	LS	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$33,329.53	\$33,329.53
9	12" GATE VALVE	2	EA	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$5,326.79	\$10,653.58
10	20" GATE VALVE	5	EA	\$30,000.00	\$150,000.00	\$27,000.00	\$135,000.00	\$27,133.51	\$135,667.55
11	20" DIP 22.5" FITTING	2	EA	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$5,186.29	\$10,372.58

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
12	20" DIP 11.25" FITTING	4	EA	\$4,000.00	\$16,000.00	\$5,100.00	\$20,400.00	\$4,681.75	\$18,727.00
13	20" X 8" DIP TEE FITTING	2	EA	\$4,000.00	\$8,000.00	\$7,200.00	\$14,400.00	\$7,939.98	\$15,879.96
14	COMBINATION AIR VALVE	3	EA	\$9,000.00	\$27,000.00	\$10,000.00	\$30,000.00	\$10,669.21	\$32,007.63
15	CP TEST STATION	4	EA	\$2,000.00	\$8,000.00	\$5,000.00	\$20,000.00	\$5,777.18	\$23,108.72
16	VERTICAL DEPTH ADJUSTMENTS (0FT TO 2FT)	300	LF	\$100.00	\$30,000.00	\$25.00	\$7,500.00	\$21.65	\$6,495.00
17	VERTICAL DEPTH ADJUSTMENTS (2FT TO 4FT)	100	LF	\$150.00	\$15,000.00	\$45.00	\$4,500.00	\$46.49	\$4,649.00
18	VERTICAL DEPTH ADJUSTMENTS (4FT TO 6FT)	10	LF	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$153.21	\$1,532.10
19	VERTICAL DEPTH ADJUSTMENTS (6FT TO 8FT)	10	LF	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$247.00	\$2,470.00
20	STRIPING/MARKINGS	1	LS	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$43,125.00	\$43,125.00
21	TRAFFIC CONTROL PLAN	1	LS	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00	\$73,623.95	\$73,623.95
22	BMP's/STORM WATER POLLUTION CONTROL PLAN	1	LS	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$5,290.00	\$5,290.00
23	TRENCH SHORING	1	LS	\$50,000.00	\$50,000.00	\$85,000.00	\$85,000.00	\$24,610.58	\$24,610.58
Total Bid					\$8,728,750.00		\$7,852,150.00		\$7,950,122.02

Corrected Bid Amount

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		Mitchell Engineering		Mountain Cascade, Inc.	
						1395 Evans Avenue		P.O. Box 5050	
						San Francisco, CA 94124		Livermore, CA 94551	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	1	LS	\$736,000.00	\$736,000.00	\$1,000,000.00	\$1,000,000.00	\$505,000.00	\$505,000.00
2	Traffic Control	1	LS	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00	\$357,000.00	\$357,000.00
3	Site Demolition, Finished Site Work and Grading	1	LS	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00	\$165,000.00	\$165,000.00
4	Trench Shoring	1	LS	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$12,500.00	\$12,500.00
5	Zone 7 Connection	1	LS	\$125,000.00	\$125,000.00	\$25,000.00	\$25,000.00	\$71,000.00	\$71,000.00
6	Turnout 9' x 13' Precast Concrete Vault with Access Hatch	1	EA	\$55,000.00	\$55,000.00	\$100,000.00	\$100,000.00	\$142,000.00	\$142,000.00
7	8" Sch 40 PVC Vent Pipe and Fittings with 2' Cover	1	EA	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00
8	12" Diameter x 36" High Armorcst Standpipe Vent with 24 Vent Slots, Model P6002712, or equal	1	EA	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$1,700.00	\$1,700.00
9	Concrete Slab for Package Pump Station – Size and Reinforcement per Foundation Plan	1	LS	\$18,000.00	\$18,000.00	\$90,000.00	\$90,000.00	\$32,000.00	\$32,000.00
10	Fluoride Improvements (New 500-gallon Fluoride Chemical Tank and Fittings, Containment Curb Modifications, New Fluoride Vault, and Removal of Old Equipment)	1	LS	\$2,000.00	\$2,000.00	\$150,000.00	\$150,000.00	\$91,000.00	\$91,000.00
11	14" FLG x PE DI Spool	2	EA	\$1,250.00	\$2,500.00	\$7,500.00	\$15,000.00	\$7,600.00	\$15,200.00
12	14" FLG x FLG Gate Valve	1	EA	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
13	Rosemount Model 8712E Pressure Transmitter with 125/150 FLG Drilling	2	EA	\$5,000.00	\$10,000.00	\$9,500.00	\$19,000.00	\$7,600.00	\$15,200.00
14	14" FLG x FLG Rosemount Flow Meter, Model 8705	1	EA	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00
15	14" Dezurik VPB V-Port Ball Valve with ANSI 150 Flanges, Rotork Electric Motor, and Operator IQTM2000 Modulating 480 Vac Main Voltage	1	EA	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$103,000.00	\$103,000.00
16	14" FLG x FLG DI Spool	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00
17	Water Sampling Tap	1	EA	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$700.00	\$700.00
18	14" Dismantling Joint, Romac Model DJ400 or Equal with Tie Rods	1	EA	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,650.00	\$4,650.00
19	14" Combination Pressure Reducing Check Valve, Cla-Val Model 94-01	1	EA	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00
20	24" C900 DR18 (Class 235) FPVC Discharge Piping	3200	EA	\$500.00	\$1,600,000.00		\$0.00	\$1,125.00	\$3,600,000.00
21	Utility Potholes	60	LF	\$1,000.00	\$60,000.00	\$1,200.00	\$72,000.00	\$900.00	\$54,000.00
22	18" DIP, Class 350	210	LF	\$575.00	\$120,750.00	\$500.00	\$105,000.00	\$600.00	\$126,000.00
23	16" DIP, Class 350	200	LF	\$300.00	\$60,000.00	\$480.00	\$96,000.00	\$850.00	\$170,000.00
24	24" DIP, Class 350	35	LF	\$700.00	\$24,500.00	\$750.00	\$26,250.00	\$850.00	\$29,750.00
25	6" Gate Valve, FLG x MJ	1	EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,900.00	\$2,900.00
26	12" Gate Valve, FLG x FLG	2	EA	\$7,500.00	\$15,000.00	\$8,500.00	\$17,000.00	\$5,600.00	\$11,200.00
27	12" Gate Valve, FLG x RMJ	2	EA	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00	\$5,600.00	\$11,200.00
28	16" Gate Valve, FLG x MJ	2	EA	\$16,000.00	\$32,000.00	\$16,000.00	\$32,000.00	\$16,000.00	\$32,000.00
29	16" Gate Valve, FLG x RMJ	2	EA	\$16,000.00	\$32,000.00	\$16,500.00	\$33,000.00	\$17,000.00	\$34,000.00
30	18" Gate Valve, FLG x RMJ	4	EA	\$24,000.00	\$96,000.00	\$25,000.00	\$100,000.00	\$24,000.00	\$96,000.00

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		Mitchell Engineering		Mountain Cascade, Inc.	
						1395 Evans Avenue		P.O. Box 5050	
						San Francisco, CA 94124		Livermore, CA 94551	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
31	Install City Furnished 24" Gate Valve, FLG x RMJ	1	EA	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$5,200.00	\$5,200.00
32	24" x 16" DIP Reducer, FLG x MJ	1	EA	\$3,250.00	\$3,250.00	\$9,000.00	\$9,000.00	\$4,100.00	\$4,100.00
33	12" x 6" DIP Reducer	1	EA	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00
34	16" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,600.00	\$1,600.00	\$14,000.00	\$14,000.00	\$4,200.00	\$4,200.00
35	18" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,800.00	\$1,800.00	\$7,500.00	\$7,500.00	\$2,800.00	\$2,800.00
36	24" x 12" FLG x FLG DIP Reducer	2	EA	\$3,500.00	\$7,000.00	\$9,500.00	\$19,000.00	\$4,700.00	\$9,400.00
37	24" x 16" DIP Reducer FLG x FLG	1	EA	\$3,250.00	\$3,250.00	\$9,500.00	\$9,500.00	\$4,200.00	\$4,200.00
38	24" x 18" DIP Reducer FLG x FLG	1	EA	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$4,800.00	\$4,800.00
39	16" Res Solid Sleeve	4	EA	\$2,000.00	\$8,000.00	\$4,000.00	\$16,000.00	\$2,700.00	\$10,800.00
40	12" Transition Coupling	3	EA	\$1,300.00	\$3,900.00	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00
41	12" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$4,300.00	\$4,300.00
42	16" 45° Elbow, FLG x FLG	1	EA	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$6,300.00	\$6,300.00
43	18" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$2,700.00	\$2,700.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00
44	18" MJ DI 90° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$8,800.00	\$8,800.00
45	18" DI 45° Elbow RMJ	2	EA	\$2,500.00	\$5,000.00	\$8,000.00	\$16,000.00	\$8,500.00	\$17,000.00
46	18" FLG x MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$9,300.00	\$9,300.00
47	24" DI 45° Elbow FLG	3	EA	\$6,000.00	\$18,000.00	\$8,500.00	\$25,500.00	\$10,250.00	\$30,750.00
48	24" DI 11.25° Elbow RMJ	4	EA	\$6,000.00	\$24,000.00	\$10,000.00	\$40,000.00	\$10,800.00	\$43,200.00
49	18" x 12" Tee FLG	1	EA	\$6,000.00	\$6,000.00	\$9,500.00	\$9,500.00	\$8,100.00	\$8,100.00
50	16" Tee FLG x FLG x RMJ	2	EA	\$10,000.00	\$20,000.00	\$8,000.00	\$16,000.00	\$6,600.00	\$13,200.00
51	16" x 16" x 12" Tee with Blind Flange	1	EA	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00	\$8,200.00	\$8,200.00
52	24" Tee FLG	1	EA	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00
53	24" x 12" MJ x FLG Tee	1	EA	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00
54	24" DIP Cross	1	EA	\$8,600.00	\$8,600.00	\$15,000.00	\$15,000.00	\$33,500.00	\$33,500.00
55	18" x 16" DIP Cross	1	EA	\$7,400.00	\$7,400.00	\$14,000.00	\$14,000.00	\$19,000.00	\$19,000.00
56	18" x 12" DIP Cross	1	EA	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$14,000.00	\$14,000.00
57	12" FL x PE 5' Spool	1	EA	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$2,455.00	\$2,455.00

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
58	12" FLG x PE Spool with Transition CPLG	1	EA	\$1,150.00	\$1,150.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
59	16" FCA ACP OD	1	EA	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
60	16" Solid Sleeve RMJ	4	EA	\$1,800.00	\$7,200.00	\$8,000.00	\$32,000.00	\$3,300.00	\$13,200.00
61	16" FLG x PE DI Spool	3	EA	\$3,000.00	\$9,000.00	\$6,000.00	\$18,000.00	\$3,800.00	\$11,400.00
62	12' DI Spool 5'	2	EA	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00	\$1,400.00	\$2,800.00
63	16" DI Spool 8'	1	EA	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$1,900.00	\$1,900.00
64	16" DI Spool 3'	1	EA	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$1,900.00	\$1,900.00
65	16" FLG x MJ Adapter	4	EA	\$1,500.00	\$6,000.00	\$4,000.00	\$16,000.00	\$2,600.00	\$10,400.00
66	18" DIP Spools – var. lengths	3	EA	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$1,600.00	\$4,800.00
67	18" FLG x PE Spool – 2'	1	EA	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$3,100.00	\$3,100.00
68	24" FLG x MJ Adapter	1	EA	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$4,600.00	\$4,600.00
69	2" Combination Air Valve Assembly	5	EA	\$9,000.00	\$45,000.00	\$8,000.00	\$40,000.00	\$8,500.00	\$42,500.00
70	Fire Hydrant Assembly per City Std. No 307	1	EA	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$9,700.00	\$9,700.00
71	Pipe Supports	3	EA	\$3,000.00	\$9,000.00	\$4,000.00	\$12,000.00	\$1,500.00	\$4,500.00
72	Jack and Bore Crossing (including 24" FPVC installed, 42" Steel Casing, and Jacking and Receiving Shafts pipe and fittings)	1	LS	\$192,500.00	\$192,500.00	\$650,000.00	\$650,000.00	\$312,000.00	\$312,000.00
73	Not used				\$0.00		\$0.00		\$0.00
74	Striping/Markings	1	LS	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$22,000.00	\$22,000.00
75	Water Main Abandonment	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00
76	Remove Pipe	1	LS	\$50,000.00	\$50,000.00	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00

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						US		US	
				Bidder Status: Valid		Bidder Status: Valid			
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
77	BMPs/Storm Water Pollution Control Plan	1	LS	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00
78	Cathodic Test Stations	12	EA	\$1,200.00	\$14,400.00	\$3,000.00	\$36,000.00	\$4,000.00	\$48,000.00
79	30# or 18# Anode Bags	41	EA	\$500.00	\$20,500.00	\$1,800.00	\$73,800.00	\$2,000.00	\$82,000.00
80	Flushing Station (Gooseneck and Inlet Box)	1	LS	\$125,000.00	\$125,000.00	\$120,000.00	\$120,000.00	\$160,000.00	\$160,000.00
81	Install Package Booster Pump Station Furnished by Supplier	1	LS	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00
82	24" FPVC Vertical Depth Adjustments (0FT to 2FT)	1000	LF	\$50.00	\$50,000.00	\$50.00	\$50,000.00	\$88.00	\$88,000.00
83	24" FPVC Vertical Depth Adjustments (2FT to 4FT)	100	LF	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$176.00	\$17,600.00
84	24" FPVC Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$387.00	\$3,870.00
85	24" FPVC Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$1,000.00	\$10,000.00	\$513.00	\$5,130.00
86	18" DIP Vertical Depth Adjustments (0FT to 2FT)	100	LF	\$50.00	\$5,000.00	\$100.00	\$10,000.00	\$88.00	\$8,800.00
87	18" DIP Vertical Depth Adjustments (2FT to 4FT)	50	LF	\$100.00	\$5,000.00	\$150.00	\$7,500.00	\$176.00	\$8,800.00
88	18" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$387.00	\$3,870.00
89	18" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$500.00	\$5,000.00	\$517.00	\$5,170.00
90	16" DIP Vertical Depth Adjustments (0FT to 2FT)	75	LF	\$50.00	\$3,750.00	\$100.00	\$7,500.00	\$88.00	\$6,600.00
91	16" DIP Vertical Depth Adjustments (2FT to 4FT)	10	LF	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$182.00	\$1,820.00
92	16" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$387.00	\$3,870.00
93	16" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$500.00	\$5,000.00	\$523.00	\$5,230.00
94	Electrical System	1	LS	\$350,000.00	\$350,000.00	\$395,000.00	\$395,000.00	\$275,000.00	\$275,000.00
95	PG&E Conduit from transformer to PG&E Tie-In. two 3" conduit and one pull box	250	LF	\$300.00	\$75,000.00	\$170.00	\$42,500.00	\$450.00	\$112,500.00

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	UTILITY POTHOLE	40	EA	\$900.00	\$36,000.00	\$1,200.00	\$48,000.00	\$900.00	\$36,000.00
2	20-inch DIP (HDSS)	4468	LF	\$600.00	\$2,680,800.00	\$600.00	\$2,680,800.00	\$568.00	\$2,537,824.00
3	NOT USED				\$0.00		\$0.00		\$0.00
4	Sta 10+00.00 TIE-IN	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00
5	Sta 15+34.15 60" CMP SD CROSSING	1	LS	\$200,000.00	\$200,000.00	\$90,000.00	\$90,000.00	\$130,000.00	\$130,000.00
6	Sta 30+00.00 BORE AND JACK CASING AND CARRIER PIPE	1	LS	\$400,000.00	\$400,000.00	\$685,000.00	\$685,000.00	\$322,500.00	\$322,500.00
7	Sta 50+76.23 FLUSHING CONNECTION	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$75,000.00	\$75,000.00
8	Sta 54+67.86 TIE-IN	1	LS	\$80,000.00	\$80,000.00	\$42,000.00	\$42,000.00	\$45,000.00	\$45,000.00
9	12" GATE VALVE	2	EA	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
10	20" GATE VALVE	5	EA	\$30,000.00	\$150,000.00	\$30,000.00	\$150,000.00	\$29,000.00	\$145,000.00
11	20" DIP 22.5" FITTING	2	EA	\$4,000.00	\$8,000.00	\$7,000.00	\$14,000.00	\$9,200.00	\$18,400.00
12	20" DIP 11.25" FITTING	4	EA	\$4,000.00	\$16,000.00	\$6,000.00	\$24,000.00	\$11,000.00	\$44,000.00
13	20" X 8" DIP TEE FITTING	2	EA	\$4,000.00	\$8,000.00	\$12,000.00	\$24,000.00	\$13,000.00	\$26,000.00
14	COMBINATION AIR VALVE	3	EA	\$9,000.00	\$27,000.00	\$8,000.00	\$24,000.00	\$9,000.00	\$27,000.00
15	CP TEST STATION	4	EA	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$16,000.00	\$64,000.00
16	VERTICAL DEPTH ADJUSTMENTS (0FT TO 2FT)	300	LF	\$100.00	\$30,000.00	\$100.00	\$30,000.00	\$95.00	\$28,500.00
17	VERTICAL DEPTH ADJUSTMENTS (2FT TO 4FT)	100	LF	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$194.00	\$19,400.00
18	VERTICAL DEPTH ADJUSTMENTS (4FT TO 6FT)	10	LF	\$200.00	\$2,000.00	\$300.00	\$3,000.00	\$399.00	\$3,990.00
19	VERTICAL DEPTH ADJUSTMENTS (6FT TO 8FT)	10	LF	\$250.00	\$2,500.00	\$600.00	\$6,000.00	\$566.00	\$5,660.00
20	STRIPING/MARKINGS	1	LS	\$15,000.00	\$15,000.00	\$58,500.00	\$58,500.00	\$28,000.00	\$28,000.00
21	TRAFFIC CONTROL PLAN	1	LS	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00	\$235,000.00	\$235,000.00
22	BMP's/STORM WATER POLLUTION CONTROL PLAN	1	LS	\$25,000.00	\$25,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00
23	TRENCH SHORING	1	LS	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00	\$18,000.00	\$18,000.00
Total Bid					\$8,728,750.00		\$9,342,350.00		\$11,376,539.00
Corrected Bid Amount									

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		Cratus Inc.		A&B Construction	
						945 Taraval Street #302		1350 4th Street	
						San Francisco, CA 94116		Berkeley, CA 94710	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	1	LS	\$736,000.00	\$736,000.00	\$500,000.00	\$500,000.00	\$900,000.00	\$900,000.00
2	Traffic Control	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00
3	Site Demolition, Finished Site Work and Grading	1	LS	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00	\$175,000.00	\$175,000.00
4	Trench Shoring	1	LS	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$225,000.00	\$225,000.00
5	Zone 7 Connection	1	LS	\$125,000.00	\$125,000.00	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00
6	Turnout 9' x 13' Precast Concrete Vault with Access Hatch	1	EA	\$55,000.00	\$55,000.00	\$150,000.00	\$150,000.00	\$140,000.00	\$140,000.00
7	8" Sch 40 PVC Vent Pipe and Fittings with 2' Cover	1	EA	\$500.00	\$500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
8	12" Diameter x 36" High Armormast Standpipe Vent with 24 Vent Slots, Model P6002712, or equal	1	EA	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00
9	Concrete Slab for Package Pump Station – Size and Reinforcement per Foundation Plan	1	LS	\$18,000.00	\$18,000.00	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00
10	Fluoride Improvements (New 500-gallon Fluoride Chemical Tank and Fittings, Containment Curb Modifications, New Fluoride Vault, and Removal of Old Equipment)	1	LS	\$2,000.00	\$2,000.00	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00
11	14" FLG x PE DI Spool	2	EA	\$1,250.00	\$2,500.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00
12	14" FLG x FLG Gate Valve	1	EA	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
13	Rosemount Model 8712E Pressure Transmitter with 125/150 FLG Drilling	2	EA	\$5,000.00	\$10,000.00	\$20,000.00	\$40,000.00	\$12,000.00	\$24,000.00
14	14" FLG x FLG Rosemount Flow Meter, Model 8705	1	EA	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
15	14" Dezurik VPB V-Port Ball Valve with ANSI 150 Flanges, Rotork Electric Motor, and Operator IQTM2000 Modulating 480 Vac Main Voltage	1	EA	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$110,000.00	\$110,000.00
16	14" FLG x FLG DI Spool	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
17	Water Sampling Tap	1	EA	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
18	14" Dismantling Joint, Romac Model DJ400 or Equal with Tie Rods	1	EA	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00
19	14" Combination Pressure Reducing Check Valve, Cla-Val Model 94-01	1	EA	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00	\$64,000.00	\$64,000.00
20	24" C900 DR18 (Class 235) FPVC Discharge Piping	3200	EA	\$500.00	\$1,600,000.00	\$1,500.00	\$4,800,000.00	\$650.00	\$2,080,000.00
21	Utility Potholes	60	LF	\$1,000.00	\$60,000.00	\$750.00	\$45,000.00	\$1,500.00	\$90,000.00
22	18" DIP, Class 350	210	LF	\$575.00	\$120,750.00	\$800.00	\$168,000.00	\$900.00	\$189,000.00
23	16" DIP, Class 350	200	LF	\$300.00	\$60,000.00	\$900.00	\$180,000.00	\$950.00	\$190,000.00
24	24" DIP, Class 350	35	LF	\$700.00	\$24,500.00	\$1,000.00	\$35,000.00	\$650.00	\$22,750.00
25	6" Gate Valve, FLG x MJ	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$7,200.00	\$7,200.00
26	12" Gate Valve, FLG x FLG	2	EA	\$7,500.00	\$15,000.00	\$7,000.00	\$14,000.00	\$8,000.00	\$16,000.00
27	12" Gate Valve, FLG x RMJ	2	EA	\$7,500.00	\$15,000.00	\$7,000.00	\$14,000.00	\$11,000.00	\$22,000.00
28	16" Gate Valve, FLG x MJ	2	EA	\$16,000.00	\$32,000.00	\$17,000.00	\$34,000.00	\$19,500.00	\$39,000.00
29	16" Gate Valve, FLG x RMJ	2	EA	\$16,000.00	\$32,000.00	\$17,000.00	\$34,000.00	\$19,500.00	\$39,000.00
30	18" Gate Valve, FLG x RMJ	4	EA	\$24,000.00	\$96,000.00	\$25,000.00	\$100,000.00	\$25,000.00	\$100,000.00

Bid Opening: 2:00PM, 2/22/24				Engineer's Estimate		Cratus Inc.		A&B Construction	
						945 Taraval Street #302		1350 4th Street	
						San Francisco, CA 94116		Berkeley, CA 94710	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
31	Install City Furnished 24" Gate Valve, FLG x RMJ	1	EA	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
32	24" x 16" DIP Reducer, FLG x MJ	1	EA	\$3,250.00	\$3,250.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
33	12" x 6" DIP Reducer	1	EA	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
34	16" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
35	18" x 14" FLG x FLG DI Concentric Reducer with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
36	24" x 12" FLG x FLG DIP Reducer	2	EA	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00	\$7,700.00	\$15,400.00
37	24" x 16" DIP Reducer FLG x FLG	1	EA	\$3,250.00	\$3,250.00	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00
38	24" x 18" DIP Reducer FLG x FLG	1	EA	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00
39	16" Res Solid Sleeve	4	EA	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$2,000.00	\$8,000.00
40	12" Transition Coupling	3	EA	\$1,300.00	\$3,900.00	\$3,000.00	\$9,000.00	\$4,500.00	\$13,500.00
41	12" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
42	16" 45° Elbow, FLG x FLG	1	EA	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
43	18" MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
44	18" MJ DI 90° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
45	18" DI 45° Elbow RMJ	2	EA	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$6,300.00	\$12,600.00
46	18" FLG x MJ DI 45° Elbow with MJ Restraint for DIP, EBAA Iron Series 1100 or Equal	1	EA	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00
47	24" DI 45° Elbow FLG	3	EA	\$6,000.00	\$18,000.00	\$4,000.00	\$12,000.00	\$7,700.00	\$23,100.00
48	24" DI 11.25° Elbow RMJ	4	EA	\$6,000.00	\$24,000.00	\$4,000.00	\$16,000.00	\$7,200.00	\$28,800.00
49	18" x 12" Tee FLG	1	EA	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
50	16" Tee FLG x FLG x RMJ	2	EA	\$10,000.00	\$20,000.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00
51	16" x 16" x 12" Tee with Blind Flange	1	EA	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$11,500.00	\$11,500.00
52	24" Tee FLG	1	EA	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00
53	24" x 12" MJ x FLG Tee	1	EA	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00
54	24" DIP Cross	1	EA	\$8,600.00	\$8,600.00	\$10,000.00	\$10,000.00	\$23,000.00	\$23,000.00
55	18" x 16" DIP Cross	1	EA	\$7,400.00	\$7,400.00	\$6,000.00	\$6,000.00	\$7,100.00	\$7,100.00
56	18" x 12" DIP Cross	1	EA	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$7,100.00	\$7,100.00
57	12" FL x PE 5' Spool	1	EA	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00

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						San Francisco, CA 94116		Berkeley, CA 94710	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
58	12" FLG x PE Spool with Transition CPLG	1	EA	\$1,150.00	\$1,150.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00
59	16" FCA ACP OD	1	EA	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
60	16" Solid Sleeve RMJ	4	EA	\$1,800.00	\$7,200.00	\$4,000.00	\$16,000.00	\$3,500.00	\$14,000.00
61	16" FLG x PE DI Spool	3	EA	\$3,000.00	\$9,000.00	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00
62	12' DI Spool 5'	2	EA	\$1,500.00	\$3,000.00	\$4,000.00	\$8,000.00	\$5,500.00	\$11,000.00
63	16" DI Spool 8'	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
64	16" DI Spool 3'	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
65	16" FLG x MJ Adapter	4	EA	\$1,500.00	\$6,000.00	\$4,000.00	\$16,000.00	\$3,300.00	\$13,200.00
66	18" DIP Spools – var. lengths	3	EA	\$5,000.00	\$15,000.00	\$4,000.00	\$12,000.00	\$7,300.00	\$21,900.00
67	18" FLG x PE Spool – 2'	1	EA	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
68	24" FLG x MJ Adapter	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00
69	2" Combination Air Valve Assembly	5	EA	\$9,000.00	\$45,000.00	\$7,500.00	\$37,500.00	\$18,000.00	\$90,000.00
70	Fire Hydrant Assembly per City Std. No 307	1	EA	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$28,000.00	\$28,000.00
71	Pipe Supports	3	EA	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,500.00	\$10,500.00
72	Jack and Bore Crossing (including 24" FPVC installed, 42" Steel Casing, and Jacking and Receiving Shafts pipe and fittings)	1	LS	\$192,500.00	\$192,500.00	\$200,000.00	\$200,000.00	\$184,000.00	\$184,000.00
73	Not used				\$0.00		\$0.00		\$0.00
74	Striping/Markings	1	LS	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$125,000.00	\$125,000.00
75	Water Main Abandonment	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
76	Remove Pipe	1	LS	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$43,000.00	\$43,000.00

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
77	BMPs/Storm Water Pollution Control Plan	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00
78	Cathodic Test Stations	12	EA	\$1,200.00	\$14,400.00	\$6,000.00	\$72,000.00	\$13,000.00	\$156,000.00
79	30# or 18# Anode Bags	41	EA	\$500.00	\$20,500.00	\$1,000.00	\$41,000.00	\$3,000.00	\$123,000.00
80	Flushing Station (Gooseneck and Inlet Box)	1	LS	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00	\$240,000.00	\$240,000.00
81	Install Package Booster Pump Station Furnished by Supplier	1	LS	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$82,000.00	\$82,000.00
82	24" FPVC Vertical Depth Adjustments (0FT to 2FT)	1000	LF	\$50.00	\$50,000.00	\$20.00	\$20,000.00	\$56.00	\$56,000.00
83	24" FPVC Vertical Depth Adjustments (2FT to 4FT)	100	LF	\$100.00	\$10,000.00	\$40.00	\$4,000.00	\$172.00	\$17,200.00
84	24" FPVC Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$60.00	\$600.00	\$400.00	\$4,000.00
85	24" FPVC Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$80.00	\$800.00	\$700.00	\$7,000.00
86	18" DIP Vertical Depth Adjustments (0FT to 2FT)	100	LF	\$50.00	\$5,000.00	\$20.00	\$2,000.00	\$77.00	\$7,700.00
87	18" DIP Vertical Depth Adjustments (2FT to 4FT)	50	LF	\$100.00	\$5,000.00	\$40.00	\$2,000.00	\$230.00	\$11,500.00
88	18" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$60.00	\$600.00	\$475.00	\$4,750.00
89	18" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$80.00	\$800.00	\$800.00	\$8,000.00
90	16" DIP Vertical Depth Adjustments (0FT to 2FT)	75	LF	\$50.00	\$3,750.00	\$20.00	\$1,500.00	\$90.00	\$6,750.00
91	16" DIP Vertical Depth Adjustments (2FT to 4FT)	10	LF	\$100.00	\$1,000.00	\$40.00	\$400.00	\$255.00	\$2,550.00
92	16" DIP Vertical Depth Adjustments (4FT to 6FT)	10	LF	\$150.00	\$1,500.00	\$60.00	\$600.00	\$460.00	\$4,600.00
93	16" DIP Vertical Depth Adjustments (6FT to 8FT)	10	LF	\$200.00	\$2,000.00	\$80.00	\$800.00	\$790.00	\$7,900.00
94	Electrical System	1	LS	\$350,000.00	\$350,000.00	\$500,000.00	\$500,000.00	\$248,000.00	\$248,000.00
95	PG&E Conduit from transformer to PG&E Tie-In. two 3" conduit and one pull box	250	LF	\$300.00	\$75,000.00	\$200.00	\$50,000.00	\$900.00	\$225,000.00

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						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
Bid Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	UTILITY POTHLES	40	EA	\$900.00	\$36,000.00	\$750.00	\$30,000.00	\$1,500.00	\$60,000.00
2	20-inch DIP (HDSS)	4468	LF	\$600.00	\$2,680,800.00	\$935.00	\$4,177,580.00	\$720.00	\$3,216,960.00
3	NOT USED				\$0.00		\$0.00		\$0.00
4	Sta 10+00.00 TIE-IN	1	LS	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$47,000.00	\$47,000.00
5	Sta 15+34.15 60" CMP SD CROSSING	1	LS	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00	\$49,000.00	\$49,000.00
6	Sta 30+00.00 BORE AND JACK CASING AND CARRIER PIP	1	LS	\$400,000.00	\$400,000.00	\$150,000.00	\$150,000.00	\$195,500.00	\$195,500.00
7	Sta 50+76.23 FLUSHING CONNECTION	1	LS	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$120,000.00	\$120,000.00
8	Sta 54+67.86 TIE-IN	1	LS	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00	\$81,000.00	\$81,000.00
9	12" GATE VALVE	2	EA	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00
10	20" GATE VALVE	5	EA	\$30,000.00	\$150,000.00	\$30,000.00	\$150,000.00	\$30,000.00	\$150,000.00
11	20" DIP 22.5" FITTING	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	\$9,000.00	\$18,000.00
12	20" DIP 11.25" FITTING	4	EA	\$4,000.00	\$16,000.00	\$3,000.00	\$12,000.00	\$9,000.00	\$36,000.00
13	20" X 8" DIP TEE FITTING	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	\$11,000.00	\$22,000.00
14	COMBINATION AIR VALVE	3	EA	\$9,000.00	\$27,000.00	\$9,000.00	\$27,000.00	\$21,000.00	\$63,000.00
15	CP TEST STATION	4	EA	\$2,000.00	\$8,000.00	\$10,000.00	\$40,000.00	\$23,000.00	\$92,000.00
16	VERTICAL DEPTH ADJUSTMENTS (0FT TO 2FT)	300	LF	\$100.00	\$30,000.00	\$20.00	\$6,000.00	\$77.00	\$23,100.00
17	VERTICAL DEPTH ADJUSTMENTS (2FT TO 4FT)	100	LF	\$150.00	\$15,000.00	\$40.00	\$4,000.00	\$232.00	\$23,200.00
18	VERTICAL DEPTH ADJUSTMENTS (4FT TO 6FT)	10	LF	\$200.00	\$2,000.00	\$60.00	\$600.00	\$464.00	\$4,640.00
19	VERTICAL DEPTH ADJUSTMENTS (6FT TO 8FT)	10	LF	\$250.00	\$2,500.00	\$80.00	\$800.00	\$773.00	\$7,730.00
20	STRIPING/MARKINGS	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$80,000.00	\$80,000.00
21	TRAFFIC CONTROL PLAN	1	LS	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00	\$240,000.00	\$240,000.00
22	BMP's/STORM WATER POLLUTION CONTROL PLAN	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00
23	TRENCH SHORING	1	LS	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$111,000.00	\$111,000.00
Total Bid					\$8,728,750.00		\$13,758,080.00		\$11,925,630.00
Corrected Bid Amount									

NEAR-TERM WATER IMPROVEMENTS
CIP NO. 24171
03/19/24

<u>Project Funding to Date</u>	<u>Amount</u>
CCAR#16 08/15/23 Xfer fr CIP No. 23183 to 24171 (F421 Water Repl.)	\$180,426
CCAR#16 08/15/23 Xfer fr CIP No. 24183 to 24171 (F421 Water Repl.)	551,061
CCAR#16 08/15/23 Xfer fr CIP No. 24183 to 24173 (F421 Water Repl.)	255,000
TOTAL PROJECT FUNDING TO DATE	\$986,487

<u>Project Expenditures to Date</u>	
Woodward & Curran, Design Contract CIP No. 24171	\$170,659
Mark Thomas & Company, Design Contract CIP No. 24173	79,979
Total Project Expenditures to Date	\$250,638

<u>Anticipated Project Expenditures</u>	
Advertising	\$704
JMB Construction, Inc. - Construction Contract	7,852,150
JMB Construction, Inc. - Construction Contingency (approximately 15%)	1,180,000
JMB Construction, Inc. - Add'l Construction Contingency for Zone 7	100,000
City Furnished Material (DPI, Inc.)	35,000
Replacement of Traffic Signal Loop Detectors (St. Francis Electric - Traffic Signal Maintenance Contract)	22,500
Design Services Remaining Encumbrance (Woodard & Curran) CIP No. 24171	495,706
Additional Design Services (Woodard & Curran) CIP No. 24171	45,000
Design Services During Construction (Woodard & Curran) CIP No. 24171	65,000
Design Services Remaining Encumb. (Mark Thomas & Company) CIP No. 24173	151,927
Extend Rental of Temporary Pumps at TO4 (Rain for Rent)	62,400
Construction Management Services (CM, Inc.)	330,000
Materials Testing Services (BSK Associates)	50,000
Total Anticipated Project Expenditures	\$10,390,388

TOTAL PROJECT EXPENDITURES	\$10,641,025
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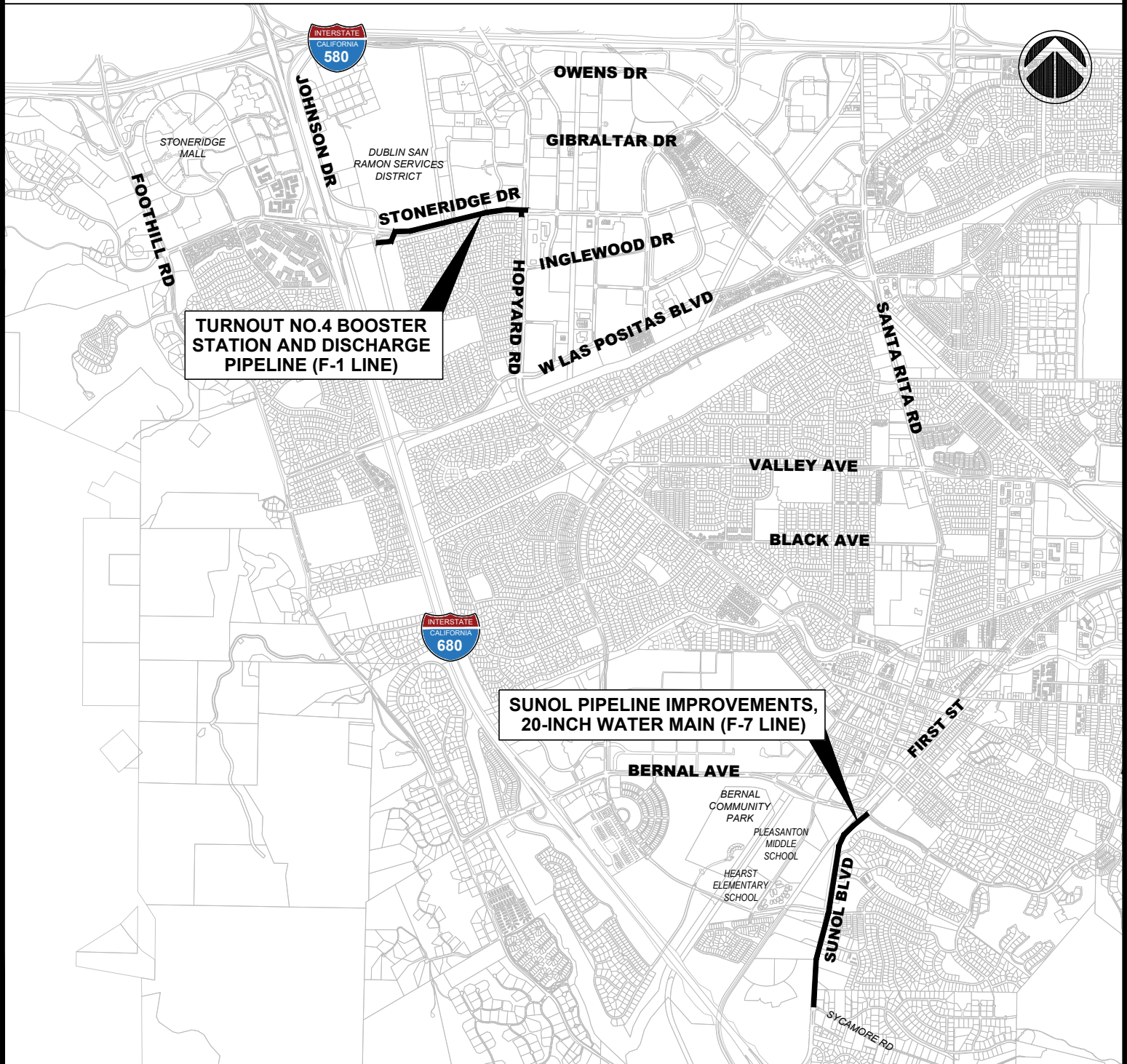
<u>Funding Balance/ (Shortfall)</u>	
Current (Shortfall)	(9,654,538)
Zone 7 Cathodic Protection Reimbursement	\$100,000
Bond Proceeds (Anticipated availability in July 2024)*	\$9,554,538
Total funding to cover project shortfall	\$9,654,538

*Funds necessary to begin construction work on this project will come from the Water Operating Fund. Once bond proceeds are available in July, actual funds used will be returned back to the Water Operating Fund.

CITY OF PLEASANTON

PUBLIC WORKS DEPARTMENT

NEAR-TERM WATER IMPROVEMENTS, CIP NO. 24171 & 24173



LOCATION MAP

NOT TO SCALE

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

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into August 15, 2023, between the City of Pleasanton, a municipal corporation ("City"), and Woodard & Curran, Inc. whose address is 2175 N. California Boulevard, Suite 315, Walnut Creek, CA 94596, and telephone number is 925-627-4100, ("Consultant").

RECITALS

A. Consultant is qualified and experienced in providing potable water pipeline and booster station design services for the purposes specified in this Agreement for Turnout 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (F-1 Line), CIP No. 24171.

B. City finds it necessary and advisable to use the services of 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 diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

2. City Assistance. In order to assist Consultant in this work, City shall provide, if necessary, 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 Joe Sinacori to serve as Project Manager, who may not be replaced without written consent of City.

4. Term. The work as described in Exhibit A, Scope of Work, shall be completed by June 30, 2024.

5. Compensation. For the services to be rendered, City shall pay Consultant on a time and material cost basis with not to exceed limits as defined in Exhibit B and shall be in accordance with the Rate Schedule contained in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Payment shall be made within forty-five (45) days of receipt of consultant's invoice and approval by City. Total compensation for services and

reimbursement for costs shall not exceed \$666,365 unless the parties agree pursuant to Section 8, below.

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's contract reference number 2024335.

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 professional practices and principles and in a manner consistent with a 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 reasonable professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all reasonable 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 negligent 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 reasonable industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** Both Consultant and City shall jointly own any and all work product created by the Consultant on behalf of City pursuant to this Agreement. Nothing herein shall result in the transfer of any ownership rights from Consultant to City for any previously created and/or copyrighted material owned by Consultant. To the extent that the work product created by Consultant for City incorporates any such previously created and/or copyrighted material into such work product, Consultant grants to City an irrevocable and unrestricted license to use such previously created and/or copyrighted material for City's use.

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 of 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 subconsultants.

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 on the General Liability and Automobile Liability policies, 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 redacted 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.

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:	David L. Richardson	To City:	City Manager
	Woodard & Curran, Inc.		City of Pleasanton
	2175 N. California Blvd., Ste. 315		P.O. Box 520
	Walnut Creek, CA 94596		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, Copyrights 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 represents that its work will not unlawfully infringe any other copyrighted work. 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 or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, 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.

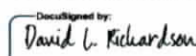
THIS AGREEMENT is executed the date and year first above written.

CITY OF PLEASANTON


for
Gerry Beaudin, City Manager

By:

CONSULTANT

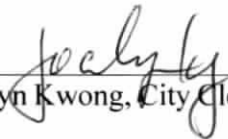
Declassified by:

7/21/2016 10:06 AM

Signature
David L. Richardson

Print name

Title: Vice President

ATTEST:


Jocelyn Kwong, City Clerk

Approved as to form:


Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

Rev. 7/23



Woodard & Curran

LEAVING THE WORLD A BETTER PLACE

Pleasanton Turnout T-4 Booster Pump Station and Discharge Pipeline Scope of Work for Design Services

August 1, 2023

(REV01)

INTRODUCTION

City of Pleasanton (City) requested this scope of work and fee for the preparation of a design package for the construction of a new potable water booster pump station and discharge piping at the existing Turnout #4 (T-4) supplied from Zone 7 wholesaler. The City is looking for a turn-key design that will be used to solicit construction bids.

In an effort to expedite construction, the City desires to pre-purchase the pumps, valves, and enclosure (building) for a pre-packaged booster station. Based on this approach, Woodard & Curran will solicit quotations from equipment suppliers for a packaged potable water booster station to be directly purchased by the City. The pre-purchased pumps, valves, and enclosure (building) will be procured with the goal of having the material delivered prior to construction. The lead time for this material is 6 months, so the solicitation of quotations will be Woodard & Curran's first task. The approved shop drawings will be included as an appendix to the construction bid package.

SCOPE OF WORK:

- Evaluate temporary pump system proposed by Rain for Rent and confirm it will provide the desired flow and pressure based on analysis of the pump and system curves. This effort will require review of the proposed system modeling by Akel Engineering Group (AEG). Woodard & Curran will coordinate with AEG on this task.
- Evaluate the existing turnout for compatibility with new booster pump station
 - Review pipe layout at the facility
 - Analyze electrical components including power, instrumentation, and lighting plans to determine how the new pump station will align with the existing facility.
 - Review existing turnout components including the following: electrical service, vaults, automated valves, controllers, sump pumps, pressure transmitters, and lights.
- Design the new booster pump station. Woodard & Curran will coordinate with AEG on this effort to obtain pump parameters and design data. Pump station first floor plan, roof plan, elevations and sections are not included assuming pump manufacturer will provide.
- Design new turnout including new vaults, valves, piping, electrical, and control panel. Existing turnout will remain in operation until new turnout is constructed.
- Modify fluoride building to add a new tank. Fluoride building floor plan, roof plan, elevations and sections are not included in scope of work.



Woodard & Curran

- Demolish existing turnout after new booster pump station and turnout are in operation.
- Design discharge pipeline, referred to as the F-1 line.
 - The proposed discharge pipeline is 3,500 linear feet. At 40 scale, five plan sheets will be prepared.
 - Proposed pipeline will be 24-inches to be confirmed by AEG modeling.
 - City's GIS data and aerial images will be used for preparation of the plan view for the pipeline sheets.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Woodard & Curran will provide overall management, including workshops and regular phone calls between our project manager and City staff to review project status and issues. We will keep the City apprised of the status of the project via bi-weekly progress reports submitted via email that will include a narrative of the work completed by task, outstanding project issues, budget overview and schedule status. Project management will include:

Task 1.1 – Project Kick Off Meeting

The goal of this meeting will be to identify the key project elements and challenges to set the stage for success. Quality assurance procedures and protocols for clear project communication between the City and our team will be discussed.

Task 1.2 – Project Review Meetings (Workshops) at 60% and 90% Submittals

The 60% design submittal and workshop will provide a platform to discuss City comments and questions and discuss the next steps of the design process. The workshop will be combined with the monthly progress meetings to the extent possible and include PowerPoint presentations.

The 90% plans and specifications workshop will provide a detailed review of the construction bid package to obtain City comments and revisions prior to proceeding to the 100% design.

Documentation of the outcomes of meetings and workshops including meeting summaries, decisions made, and lists of action items for individuals with specific due dates will be prepared within one week following each meeting. Our team will work with the City at the onset of the project to review the project schedule which will highlight project milestones, major events and activities. The schedule will integrate engineering and permitting schedules, client reviews, and key external permit approvals.

Task 1.3 - Quality Assurance/Quality Control

Woodard & Curran maintains an internal QA/QC program for all projects. The QA/QC reviewers will not be directly involved in the day-to-day aspects of the project, providing a truly independent review.

Task 1.4 – Project Communication:

Bi-weekly email updates will be provided to review the status of the project scope, schedule, budget and identify key decisions and questions regarding the project.



Task 1 Deliverables:

- Bi-weekly email updates
- Baseline schedule updates (PDF via email)
- QA/QC sign-off sheet (PDF and email)

Task 1 Assumptions:

- Hydraulic modeling of the system will be provided by Akel Engineering Group
- Project duration assumes six (6) Months and four (4) month design duration with bid package submittal in January 2024.
- City will provide permitting efforts (Permitting not included in scope of work)
- City will provide CEQA and any environmental jurisdictional coordination (no environmental permitting is included in the scope of work)
- Lead time for equipment is dictated by the manufacturer and can be 3 to 6 months for pre-packaged pump system.
- Review meetings/workshops to be conducted prior to City comments received. A one (1) week period is assumed for the City review of each submittal.

TASK 2 – PRELIMINARY ENGINEERING

The first phase, Preliminary Design, will include the following tasks:

Task 2.1 - Utilities Research and Basemap (Coordination with DigAlert)

Woodard and Curran will collect data that encompasses the project limits of the booster pump station site and F1 pipeline alignment corridor. Our project manager and key design staff will walk the area. Sending the design team to the field allows them to record the location of surface features that could impact design; understand the existing location and condition of pavement, sidewalks and trees; identify potential environmental concerns; and understand the nature of the community that may be impacted by construction. Existing as-built plans and master plans will be collected and reviewed.

It will be critical to locate utilities that will be crossed or potentially impacted by the project. We will contact Underground Service Alert (USA) to obtain a list of potential utility owners in the project areas. Using this information, a map of the alignment's corridor will be sent to the utility companies as a Preliminary Notification to request their utility mapping. A tracking log will be used to keep record of requests and responses. We will send this request for utility data at the beginning of Preliminary Design. The data gathered from utility owners will be incorporated into the project base mapping which is assumed to utilize City GIS and aerial information to show approximate location of utilities and the proposed pipeline.

Task 2.2 - Review and Provide Comments to Rain for Rent Submittal

Woodard & Curran will review and provide comments to Rain for Rent submittal who plans to provide emergency pumping from Turnout #4 (T-4) to the upper zone (Foothill Reservoir). This information will be critical in coordination of proposed permanent Booster Pump Station Site. It is assumed that 2 rounds of comments will be provided to Rain for Rent to adjust any design points and the location of their pumping equipment.



Task 2.3 - Pump Specifications for Procurement

Woodard & Curran will provide a pump specification for the City's pre-procurement of pre-package pump station. This information will include pre-package lift station design parameters, and a performance specification that will be used to procure equipment necessary for the system. This will include pumps, valves and enclosures. Up to 4 Pre-package pump station manufacturers will be contacted.

Task 2.4 - Preliminary Technical Memorandum (Basis of Design)

Woodard & Curran will provide a technical memorandum summarizing the design approach for the pre-package booster pump station and F1 pipeline. This will include preliminary pump station siting and waterline alignment routing options along Stoneridge drive. This document will service as a basis of design for the 60% design plans. A workshop will be conducted ahead of submittal to discuss its contents and any comments received from the basis of design technical memorandum will be incorporated into the 60%, 90% and final contract documents (no final TM will be provided). The efforts included in the development of the preliminary design technical memorandum include but are not limited to the following:

- Coordination with Akel Engineering Group for hydraulic conditions and constraints
- Pump station hydraulic calculations
- Structural requirements for anchorage of pre-package enclosures or structures
- Site visits for the team
- Preliminary cost estimates
- Pipeline alignment corridor options and recommendations
- Summary of utility research
- Electrical load requirements

Task 2 Deliverables:

- Technical Design Memorandum in PDF and Native electronic format.
- Vendor information and cut sheets
- Preliminary Cost Estimate
- Pipeline alignment cross section options

Task 2 Assumptions:

- Contact with jurisdictional agencies is assumed to be provided by the City.
- Zone 7 coordination will be included to determine standards and conditions to which new turnout will be constructed.
- Technical memorandum will be provided in memo format at 15-25 pages in length with supporting materials.
- Hydraulic modeling of the system is provided by AEG (not included in scope of work).



TASK 3 – FINAL ENGINEERING

The final design task includes preparation of the 90% and 100% submittals. Throughout final design, Woodard & Curran will continue to regularly meet with City personnel to discuss the project and integrate any responses into the next project milestone. The 90% submittal will be a substantially complete and biddable construction set, pending City comments. The 100% design submittal will be a biddable, buildable design submittal for final City approval.

The Final Design, will include the following tasks:

Task 3.1 – 60% Submittal

The 60% Submittal will summarize the following:

- Executive summary including key project decisions made
- Introduction and background
- Utility investigations summary
- Surveying work will include aerials for the pipeline alignment and topographic survey for the existing turnout area.
- Recommend preferred method and alignment for pipeline design
- Hydraulic analysis and calculations
- Preliminary electrical work will include load calculations, short circuit calculations, and single line diagram for the new turnout and pump station.
- Summary of geotechnical exploration, including design recommendations and boring logs
- Construction approach and phasing of construction
- Preliminary design drawings (60% design) and technical specification list.
- Preliminary cost estimating

Task 3.2 – 90% Submittal

The 90% Submittal will include a full set of drawings and technical specifications for the project. The drawings and specifications list are both shown in the Approach section, which are complete and ready for City review. Constructability reviews will be performed at the 90% deliverable phase. A memorandum will be provided documenting that a constructability review has been completed and summarizing recommended adjustments to the design.

Task 3.3 – 100% Submittal (Bid Set)

Final 100% bid documents will include finished, checked, and completed plans and specifications. The 100% submittal will also include submittal of relevant final databases, reports, construction schedules, cost estimates, utility coordination and other project documentation.

Task 3.4 – Subconsultants

We have included the following subconsultants for this project:

- Survey by Guida Surveying (proposal received)
- Geotech by City On-Call Company (allowance)
- Transient Analysis by Foster Engineering (allowance)



- Potholing By T-2 (allowance)

Task 3 Deliverables:

Plans, Specifications and Cost Estimates will be provided in PDF format for the following submittals:

- 60%, 90%, and 100% Submittals

Task 3 Assumptions:

- Assumes City to provide front end documents (template) for use on this project.
- City review time for each submittal is estimated at 1 week from time of submittal.
- Pipeline design will include plan view only based on GIS data, no profiles for this project.
- CSI specifications based on old format and Woodard & Curran standard sections.
See proposed specifications list in Approach section.
- Assume survey and geotechnical services will be initiated directly after the Notice to Proceed.
- Schedule assumptions are provided in the Approach section.
- Assumes pump performance specifications will be sent to four (4) manufacturers.
- Contact with jurisdictional agencies are assumed to be provided by the City of Pleasanton
- Zone 7 coordination will be included to determine standards and conditions to which new turnout will be constructed.
- No environmental permitting is provided and is assumed to be provided by others or under separate scope and fee.
- Traffic control design for construction is not included. It is assumed that traffic control will be provided with performance specifications to be implemented by the contractor.
- The F1 discharge pipeline material is assumed to be PVC or Ductile Iron Pipe
- Construction support services are not included.
- Easements, property acquisitions and negotiations are not included and is assumed to be provided by others
- Assumes City to provide record (asbuilt) plans for the Fluoride building.
- City will coordinate with PG&E on the project.



APPROACH

Our approach includes, but is not limited to the following tasks:

1. Woodard & Curran will evaluate and document the following key design issues:
 - Pump Type and Sizing (including Number of Pumps)
 - Coordinate Pre-packaged Pump Selection and Specifications with Pump Manufacturers including, but not limited to the following:
 - Xylem
 - Pentair
 - Grundfos
 - Sulzer
 - Trillium
 - Flowserve
 - Flow and Hydraulics
 - Topographic Design Survey – Field and Office Work for the existing Turnout Site (Booster Pump Station)
 - Aerials and GIS Data will be used for the Discharge Piping Plan Views
 - Utilities Research for Pump Station and Pipeline
 - Pump Station Hydraulic Calculations and Analysis
 - Transient Analysis
 - Backup Generator Sizing (Portable)
 - New Electrical Service (if required)
 - Preliminary and Final Technical Memorandum (Basis of Design)
 - Front End Documents Preparation
 - Special Provisions Preparation (CSI Technical Specifications)
 - One Package for the Procurement of the Package Pump Station
 - Second Package for the Construction Bid Documents
 - Complete Design Drawings Package Including the Following:
 - Basis of Design
 - Civil
 - Mechanical
 - Pipeline Sheets
 - Electrical
 - Instrumentation
 - Structural
2. Hydraulic calculations will be included and substantiated for the new booster pump station that will convey potable water to the Foothill Reservoir, which is 8 million gallons in capacity. The modeling for various scenarios will be done by AEG.



3. Perform all necessary research to establish the existence and location of all utilities, within the project limits, based on the latest available records. USA DigAlert web services will be contacted to obtain utility companies in the project area. After the utility company list is obtained, letters will be emailed to those utility companies to obtain utility data and maps.
4. We will perform all necessary survey work for this project. In addition to the topographic survey at the existing T-4 turnout site, we will provide aerial imagery along the pipeline alignment to be used with the GIS data for the plan view sheets.
5. We will be responsible for recommending pump size, type and selection based on the hydraulic calculations and analysis. It Pleasanton's desire to design and construct a pre-packaged pump station.
6. Prepare a Preliminary Technical Memorandum (Basis of Design):
 - a. Review the available information for the pump size and type of pumps.
 - b. Summarize pump selection and type.
 - c. Hydraulic calculations and analysis will be provided.
 - d. Provide special provisions sections recommended for this job.
 - e. Provide construction drawing and specification list recommended for this project.
 - f. Design criteria including electrical, instrumentation and structural

A wet stamped and signed technical memorandum (basis of design) will be one of the deliverables provided to Pleasanton.

7. We will provide an electronic format of the 60% submittal (PDF format) to Pleasanton. Hardcopies of the 60% submittal will be sent to Pleasanton (4 sets of plans and 4 sets of front end contract documents / specifications).

We will conduct a 60% design workshop via Teams meeting with overview of the design, analysis, and calculations.
8. We will prepare plans, sections, profiles, and details; front end documents and construction specifications; and construction cost estimates with each design deliverable per the latest applicable codes, regulations and standards.
9. We will provide engineering support for the new electrical service from Pacific Gas and Electric (PG&E). The application service request will be initiated and submitted by the City. We will provide all documentation to the City as required by PG&E to establish a new service such as demand load and electrical site plan.
10. We will provide an electronic format of the 90% submittal (PDF format) to Pleasanton. Hardcopies of the 90% submittal will be sent to Pleasanton (4 sets of plans and 4 sets of specifications).
11. We will provide the 100% plans (in PDF and AutoCAD format) to Pleasanton. Hardcopies of the 100% submittal will be sent to Pleasanton (4 sets of plans and one (1) master set of bound specifications on 8x11 paper and (in PDF format).
12. Time is of the essence for this project. The completion of the design activities is expected to be



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within 4 months from the date of the notice to proceed to the consultant. The technical memorandum including pump drawings, calculations, and specifications will be sent to multiple pump manufactures in 3 weeks from the date of the Notice to Proceed.

RECOMMENDED SHEET LIST

We will provide the recommended sheet list as a minimum.

Drawing Number	Description
C-1	Title Sheet
C-2	Vicinity Map, Location Map, Public Agencies & Utilities, Sheet Index
C-3	General Notes, Abbreviations and Symbols, Bench Mark, Basis of Bearings
C-4	Basis of Design
C-5	Pump Station Location and Horizontal Control Plan
C-6	Existing Demolition Plan (for Turnout)
C-7	Pump Station Site Plan
C-8	Grading and Paving Plan
C-9	Pump Station Mechanical Plan and Sections
C-10	Pipeline Plan (Sheet 1 of 5) Using GIS Basemap
C-11	Pipeline Plan (Sheet 2 of 5) Using GIS Basemap
C-12	Pipeline Plan (Sheet 3 of 5) Using GIS Basemap
C-13	Pipeline Plan (Sheet 4 of 5) Using GIS Basemap
C-14	Pipeline Plan (Sheet 5 of 5) Using GIS Basemap
C-15	Miscellaneous Details
C-16	Miscellaneous Details
C-17	Miscellaneous Details
E-1	Electrical Symbols List, Abbreviations, and Notes
E-2	Single Line Diagram and Load Calculations
E-3	Electrical Site Plan
E-4	Power and Lighting
E-5	Instrumentation Plans
E-6	Pump Control Diagram
E-7	Electrical Details



E-8	Electrical Details
I-1	Process and Instrumentation Diagram (Legend)
I-2	Process and Instrumentation Diagram (Legend)
I-3	Process and Instrumentation Diagram (Turnout)
I-4	Process and Instrumentation Diagram (Pump Station)
I-5	Instrumentation Details
S-1	Structural Legend, Abbreviations, General Notes & Code Review
S-2	Foundation Plan – Pump Station (PS)
S-3	Partial Demolition Plan – Fluoride Building (FB)
S-4	Fluoride Building (FB) Modifications
S-5	Equipment Pad Plans and Details
S-6	Details 1
S-7	Details 2

RECOMMENDED TECHNICAL SPECIFICATIONS

The following recommended 'CSI' specification sections will be customized to this project. The old 'CSI' numbering format will be used for this project.

Proposed Specifications List

<u>Number</u>	<u>Description</u>
01010	Summary of Work
01011	General Requirements
01014	Work Sequence
01039	Coordination and Meetings
01300	Submittal Procedure
01360	Operating and Maintenance Information
01410	Testing and Inspection
01505	Mobilization
01540	Security
01560	Temporary Environmental Controls
01620	Protection of Materials and Equipment
01660	Installation, Testing, and Commissioning
01700	Project Closeout
01710	Final Cleanup
01720	Record Drawings
01760	Spare Parts and Maintenance Materials



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02050	Demolition and Salvage
02140	Dewatering
02200	Earthwork
02221	Trenching, Backfilling & Compaction
02350	Sheeting, Shoring, Bracing and Safety
02831	Temporary Chain Link Fences and Gates
03010	Concrete Repair
03110	Concrete Forming
03160	Concrete Specialities
03200	Concrete Reinforcing
03300	Cast-In-Place Concrete
03302	Concrete Placing Curing Finishing
03480	Precast Concrete Specialties
03520	Concrete Bolts
08300	Access Hatches
09900	Painting & Coating
09902	Petrolatum Wax Tape Coating
11001	General Requirements for Equipment
11050	Equipment Mounting
11300	Booster Pump Specification
11400	Pump Control System
15062	Ductile Iron Pipe
15064	Polyvinyl Chloride (PVC) Pipe
15111	Swing Check Valves
15115	Gate Valves
15120	Control Valves (Cla-Valve or Singer)
16010	Common Work Results for Electrical
16110	Raceways and Boxes for Electrical Systems
16115	Underground Ducts and Raceways for Electrical Systems
16200	Low Voltage Dry Type Transformers
16280	Short Circuit Analysis and Coordination Study
16413	Switchboards
16416	Panelboards
16501	Interior Lighting
16502	Exterior Lighting
16519	Low Voltage Electrical Power Conductors and Cables
16523	Control Voltage Electrical Power Cables
16526	Grounding and Bonding for Electrical Systems
16700	Portable Generator Connection Panel
16800	Commissioning of Electrical Systems
17010	Instrumentation and Controls - General Provisions
17050	Basic Materials and Methods
17200	Miscellaneous Instruments
17400	Process Instrumentation and Controls
17500	Control Strategies



SCHEDULE

The following are assumptions for the project schedule:

Aug 15, 2023	City Council approves design approach and fee
Aug 16	Notice to proceed
Sept 11	W&C completes and submits performance specifications for pre-packaged pump system to the City for review
Sept 18	City provides comments on the pump performance specifications
Sept 25	W&C finalizes pump performance specifications and sends to pump manufacturers
Oct 9	Pump manufacturers submit shop drawings for W&C review
Oct 16	W&C provides review and recommendations on pump manufacturers shop drawings
Oct 23	W&C submits technical memorandum (basis of design)
Nov 13	W&C submits the 60% Submittal (including Workshop)
Nov 20	City provides comments on 60% Submittal
Dec 18, 2023	W&C submits the 90% Submittal (including Workshop)
Jan 3, 2024	City provides comments on 90% Submittal
Jan 22, 2024	W&C submits the 100% Submittal (ready for Bidding)

CITY COUNCIL AGENDA REPORT

March 19, 2024
Public Works - Operations Division

TITLE: APPROVE FIRST AMENDMENT TO THE PURCHASE ORDER WITH THATCHER COMPANY OF CALIFORNIA, INC., INCREASING THE NOT-TO-EXCEED AMOUNT FROM \$95,000 TO \$110,000 FOR WATER TREATMENT CHEMICALS

SUMMARY

The City is responsible for the addition, monitoring, and testing of the chemical residuals and water quality its water system. The City currently procures water treatment chemicals from Thatcher Company of California, Inc. Staff is requesting City Council authorization to amend the Fiscal Year 2023/24 Purchase Order with Thatcher to increase the total amount by \$15,000 for a new not-to-exceed amount of \$110,000.

RECOMMENDATION

Authorize the City Manager to amend the annual recurring Purchase Order with Thatcher by increasing the not-to-exceed amount by \$15,000 from \$95,000 to \$110,000 for FY 2023/24 for water treatment chemicals.

BACKGROUND

Utilizing purchase orders for as-needed services allows staff to authorize and have the work completed promptly as compared to formally bidding on each small project. Staff will contact the appropriate contractor(s) to procure the scope of services and request a quote when using the as-needed service contractors; based on contractors' availability and pricing for the task, staff will then authorize the selected contractor to proceed with the work, and the costs will be applied against the not-to-exceed limit of the purchase order.

The City is responsible for the addition, monitoring, and testing of the chemical residuals and water quality in its water system. Staff continuously looks for alternative suppliers to ensure competitive pricing, and currently procures water treatment chemicals from Thatcher Company of California, Inc. through a FY 2023/24 purchase order for \$95,000.

DISCUSSION

This year, there has been a sharp rise in costs for chemicals, including the water treatment chemicals procured from Thatcher. The addition of Fluoride into the City's water is a State-regulated mandate that requires the City to follow EPA guidelines for safe drinking water. Staff solicits updated pricing for bulk chemical delivery for water treatment chemicals from vendors that provide services to the Pleasanton area. The chemicals are purchased through several different vendors through a purchase order process under the City's purchasing guidelines. Due to the high variability of chemical costs, vendors only hold/commit to pricing for short periods of time. Market trends indicate that water treatment chemical prices are increasing, and expenses are anticipated to exceed the City's purchase order cap of \$100,000.

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

No applicable, as this item is a routine matter of City business.

FISCAL IMPACT

The Purchase Order with Thatcher is funded by the Public Works-Utilities Division Water Operations Budget Fund 42040602-433154. The FY 2023/24 budget in this account is adequate to cover the increase for the remainder of the fiscal year.

Prepared by:



Tamara Baptista, Assistant
Dir. of Public Works -
Operations & Maintenance

Submitted by:



Adam Nelkie, Acting Director, Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Purchase Order

Terms and conditions

In consideration of the mutual promises set forth in this Agreement, the Contractor agrees to the following:

1. Entire Agreement. This Agreement constitutes the entire understanding of the parties. In the event of any conflict between these Terms and Conditions and those of Contractor's offer of acceptance, the terms of this Agreement shall prevail.
2. Delivery. Delivery charges shall only be allowed if quoted separately. Contractor shall bear the risk of any loss or damage to goods until delivered at the specified F.O.B. point. Delivery shall not constitute acceptance of the goods by City.
3. Payment. Payment shall occur after inspection and acceptance of goods or completion of services and within 30 days after City's acceptance of an invoice. If the City makes any deposit or progress payments to Contractor prior to acceptance of the goods or services, the City is granted title to all work in progress and materials free of all encumbrances. In the event that the goods or services are rejected by the City, Contractor shall refund the entire amount of the deposit or progress payments to the City. Contractor shall pay transportation charges to remove rejected goods.
4. Warranty Against Defects. Contractor warrants all work and goods provided: a) shall meet all conditions of this Agreement; b) shall be free from defects in design, material and workmanship; and c) shall be fit for the purposes intended. Contractor agrees to be solely responsible for the correction of defects for 12 months following acceptance *or standard warranty, whichever is longer*. Contractor shall assist City with manufacturer's compliance with any product warranty. City does not waive any warranty under the California Commercial Code.
5. Indemnification. Contractor shall indemnify, defend and hold harmless the City and its agents, officers and employees against any and all claims, costs, causes of action, losses, expense or other detriment or liability arising, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.
6. Insurance. Contractor shall maintain at its own cost the following insurance coverage:
 - a. General Liability And Bodily Injury Insurance. Commercial general liability insurance for at least \$1,000,000 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy. By endorsement, the policy shall state that this insurance will operate as primary insurance.
 - b. Automobile Liability Insurance. Automobile liability insurance in an amount not less than \$1,000,000 per person/per occurrence.
 - c. Workers' Compensation Insurance. Workers' Compensation Insurance and Employers' Liability Insurance in an amount not less than \$1,000,000 for all of Contractor's employees, including a waiver of subrogation.
 - d. Certificate Of Insurance. Contractor shall provide Certificates of Insurance and Endorsements stating that the insurance policies shall not be suspended, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, to the City. In addition, Contractor shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits of the insurance coverage required by this Agreement.
7. Independent Contractor. The Contractor is an independent contractor. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.
8. Termination. City may terminate this Agreement at any time and for any reason by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods accepted or services completed when notice is received.
9. No Assignment And Subcontracting. Contractor shall not assign or subcontract this Agreement.
10. Waiver. A waiver of any breach of this Agreement shall not constitute a waiver of any other breaches of this Agreement.
11. Compliance With Laws. Contractor shall comply with all laws, regulations and rules, including the city's business license ordinance and applicable safety and environmental laws, regulations and rules. Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous substances and disposal of hazardous wastes.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement occurring in the Alameda County Superior Court or Federal District Court for Northern California.
13. Labor Code/Prevailing Wages. Contractor shall comply with the applicable requirements of the California Labor Code, including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, Workers' Compensation and prevailing wages. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor 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 Contractor or by any subcontractor.

CITY COUNCIL AGENDA REPORT

March 19, 2024
Public Works - Operations Division

TITLE: APPROVE SECOND AMENDMENT TO AGREEMENT WITH WOODARD & CURRAN, INC. FOR AN INCREASE OF \$282,950 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$792,177 AND TO EXTEND THE TERM THROUGH FY 2024/25 FOR DEVELOPMENT OF THE SEWER COLLECTION SYSTEM HYDRAULIC MODEL, CAPACITY EVALUATION AND RELATED STUDIES, SEWER INFRASTRUCTURE CONDITION ASSESSMENTS, AND DEVELOPMENT OF THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FOR SEWER AND APPROVE BUDGET AMENDMENTS IN THE SEWER REPLACEMENT FUND

SUMMARY

In 2022, the City Council awarded a professional services agreement to Woodard & Curran, Inc., to develop the Sewer Capacity Evaluation. The proposed second amendment will conduct condition assessments of existing sewer infrastructure, including sewer pipelines, lift stations, and related facilities. In addition, results from the sewer capacity evaluation will be coupled with findings of the condition assessments to develop the 10-year Capital Improvement Program for Sewer. Work on the Sewer System Management Plan is underway, and a critical component of this work is the sewer collection system hydraulic modeling, a sewer capacity evaluation, sewer infrastructure condition assessments, and the development of a 10-year Capital Improvement Program. To accomplish this, staff is proposing a second amendment to the agreement with Woodward & Curran, Inc. for an increase of \$282,950 for a total not-to-exceed amount of \$792,177 for these services and to extend the term of this agreement through Fiscal Year 2024/25.

RECOMMENDATION

1. Approve the second amendment and authorize the City Manager to execute the amendment to the agreement with Woodard & Curran, Inc. by an increase of \$282,950, to an amount not-to-exceed \$792,177 for development of a hydraulic model, capacity evaluation, and related studies, sewer infrastructure condition assessments, and development of the 10-year Capital Improvement Program for Sewer and extend the term through FY 2024/25.
2. Approve budget amendments in the Sewer Replacement Fund (Fund 431), transferring \$92,177 from the Sewer System Management Plan Project (CIP No. 22289) to the Sewer Capacity Evaluation Project (CIP No. 16245).

BACKGROUND

In January 2022, the City awarded a contract for \$509,227 to Woodward & Curran, Inc. (formerly RMC Water and Environment) to develop the sewer collection system hydraulic model, capacity evaluation, and related studies. The model has been developed and calibrated and is now being used to assess capacity deficiencies of existing and future infrastructure

based on a projected increase of housing units by 2050. The findings of this work will serve as one source of information to inform the development of the 10-year Capital Improvement Program. The first amendment updated the name of RMC Water and Environment to Woodard & Curran, Inc. following the purchase of RMC Water and Environment.

DISCUSSION

The City currently has limited current information about the physical condition of its sewer collection system assets. This amendment will serve two main purposes to remedy this issue: (1) it will analyze the condition of the sewer pipe network by reviewing Closed Caption Television (CCTV) through two methods that include software and review by engineers, and (2) assess the overall condition and estimate remaining life in all lift stations for relevant systems, including building/vaults, electrical, mechanical, instrumentation, life safety systems, coatings, etc.

In addition to the condition assessment, a 10-year Capital Improvement Program will be developed from the findings of the condition assessments, along with the results of the capacity evaluation. Program Elements (projects) will be ranked and prioritized on accepted criteria, such as health and safety, needed by law or regulation, are currently under construction, or are being funded by new development.

Woodard & Curran, Inc., is uniquely qualified, with a proven track record in the industry, to meet the requirements of this scope of work, as it has qualified staff in each of the necessary engineering disciplines. By developing the sewer model, Woodward & Curran has gained specific insight into how the City's sewer collection system is designed and operated.

Staff is proposing to increase the agreement by \$282,950, of which \$190,773 will come from the Sewer Capacity Evaluation CIP No. 16245, and \$92,177 will be transferred from the Sewer System Management Plan CIP No. 22289, from the Sewer Replacement Fund (Fund 431).

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. Additional resources, such as consultant support, are necessary to sustain vital City services and programs and support community infrastructure in future years.

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 8 – Complete the Sewer System Master Plan to reflect current and future operations and identify system improvements and necessary maintenance.

FISCAL IMPACT

The anticipated total expenditure for this project is \$792,177. The \$282,950 in contract increase will come from the Sewer Capacity Evaluation Project (CIP No.16245) in the Sewer Replacement Fund (Fund 431) for \$190,733, and the remaining \$92,177 will be covered by funds transferred from the Sewer System Management Plan Project (CIP No. 22289) to the

Sewer Capacity Evaluation Project.

Prepared by:



David Bruzzone, Utilities
Planning Manager

Submitted by:



Adam Nelkie, Acting Director, Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Second Amendment with Woodard & Curran, Inc.
2. Financial Expenditure Summary

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is entered into this ____ day of April 2024, by the **City of Pleasanton ("City")** and **Woodard and Curran, Inc. ("Consultant")**.

Whereas, on January 19, 2022, the City and Consultant, entered into a Professional Services Agreement for Sewer Collection System Hydraulic Model Development, Capacity Evaluation, and Related Studies - R.F.P. OSD 2021-607,

Whereas, On September 9, 2022, the agreement was amended by the First Amendment that updated the name of RMC Water and Environment to Woodard & Curran, Inc.

Whereas, the parties desire to amend the Agreement to extend the terms, add additional services and increase compensation.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 1 of the Agreement, "Consultant Services" is amended to add Exhibit B.1, incorporating the added services with the remaining tasks.
2. Section 3 of the Agreement, "Term" is amended to read as follows: The Term of this Agreement will expire on June 30, 2025.
3. Section 4 of the Agreement, "Compensation" is amended to read: The Compensation under this Agreement is \$792,177 an increase of \$282,950 per Exhibit B.1 and increasing the rate sheet per Exhibit B.1.
4. This Second Amendment 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.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Second Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

CONSULTANT – Woodard & Curran, Inc.

Second Amendment

By: _____

Page 1

Gerry Beaudin, City Manager

Signature

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

*[If Consultant is a corporation, signatures must comply
with California Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name

Title: _____



SCOPE OF SERVICES

The scope of services for the Master Plan Support is summarized below.

Task 1 – Project Management and Coordination

Woodard & Curran recognizes communication and coordination with the project team members from the City as key factors in the success of this project to meet the project schedule within the proposed budget. Items included under this task to ensure successful project delivery include regularly scheduled conference calls with the project team to share information and discuss project progress.

The following activities are included:

- *Kickoff Meeting* – Woodard & Curran will conduct a kickoff meeting with City staff to discuss the project scope, approach, schedule and assumptions, communications protocol, and initial data needs for moving forward with the master planning activities.
- *Progress Meetings* – In addition to frequent contact via email and telephone, Woodard & Curran will participate in periodic progress meetings with the City to discuss project progress, findings, outstanding issues, and next steps. At a minimum, project status meetings will be held with City staff following completion of each major task to discuss findings and any review comments on draft deliverables.
- *Progress Reporting* – Woodard & Curran will prepare monthly progress reports to summarize project activities and budget/schedule status.

Task 1 Deliverables

- Agendas and meeting minutes from the kickoff meeting and project progress meetings
- Monthly invoices and project progress reports

Task 1 Assumptions

- Three (3) project meetings including Kickoff

Task 7 – Condition Assessment and Rehabilitation and Replacement Recommendations

This task involves review and analysis of sewer inspection data collected by the City and developing a process to identify and prioritize sewer rehabilitation needs.

Subtask 7.1 Review Sewer AI Inspection Videos

W&C will review approximately 2 – 3 miles of CCTV video collected by Pipe and Plant and City staff scoring NASSCO defects in the pipes (an allowance of approximately 40 hours of video review plus development of findings). This analysis assumes all video stops at the defects recorded and video quality is sufficient to see defects. These results will be compared to the autocoded results from Sewer AI for the same videos. Differences between defect coding will be noted for each pipe reviewed. Once the video is reviewed and the changes noted, W&C will evaluate discrepancies, if any exist, and note any systemic coding issues in the CCTV autocoding.

**Task 7.1 Deliverables:**

- Tables comparing CCTV scoring by W&C and Sewer AI.

Subtask 7.2 Evaluate Existing CCTV Databases

W&C will review the CCTV inspection database collected under the City's inspection program and contained in its GIS and CCTV databases. It is assumed that all of the data can be extracted into a single consolidated MS Access database in a NASSCO PACP export format. W&C will link the CCTV data to GIS based on pipe and manhole IDs. Any inspections that cannot be linked will be identified for resolution by the City. W&C will identify also missing information that may be critical for the inspection data analysis.

Subtask 7.3 Develop Risk Assessment Methodology and Rehabilitation Decision Process

W&C will work with City staff to develop a documented and objective decision process to identify the specific defects requiring maintenance, repair, rehabilitation or replacement along with recommended methods. Additionally, W&C will work with City staff to develop a documented and objective process to assign risk scores to sewer pipes for purposes of prioritizing sewer improvements and future CCTV inspections. The risk assessment will be based on a combination of Likelihood of Failure (LOF) based on CCTV inspection data, sewer material and age, and other relevant factors (e.g., maintenance history); and Consequence of Failure (COF) based on potential impacts on the environment (proximity to water bodies) and community (traffic, land uses, etc.). The risk assessment methodology shall be designed to support the City's strategies for deciding which pipes should be prioritized for rehabilitation or replacement and shall be focused on the identification of projects that will correct severe structural defects in the system.

This risk assessment methodology will be incorporated into the rehabilitation decision as well as an analysis of the type of defects, the quantity of each type of defect, and the severity of the defects identified in each pipe segment based on the CCTV inspection data.

W&C will review and seek input on the proposed risk assessment and rehabilitation decision methodology at a meeting with City staff before finalizing the analysis process.

Subtask 7.4 – Develop Preliminary Risk Scores for Sewer Pipes

W&C will use the results of the City's CCTV results, as well as data in the City's GIS and available maintenance history information (locations of hot spots, previous SSOs, blockages, and point repairs) to develop LOF and COF scores for each pipe in the collection system. Where CCTV data is not available, W&C can use a method for surrogate scoring (typically based on sewer material and age) to identify pipes that should be prioritized for CCTV inspection. W&C will review the results at a meeting with City staff. Based on the results and with input from City staff, W&C may make minor refinements to the risk calculations as needed. W&C will provide the results to the City in Excel format and GIS shapefiles.

**Task 7.4 Deliverables:**

- Thematic maps and tables summarizing pipe LOF, COF, risk scores, and R/R priorities.

Subtask 7.5 Develop Rehabilitation/Replacement Recommendations for Sewer Pipes

Using the inspection data and the decision process developed as part of Subtask 7.3, W&C will work with the City to develop a list of R/R needs. Pipe R/R decisions will be prioritized by their risk score calculated in Task 7.4.

The Rehabilitation and Replacement decision process will consist of the following:

- Apply the decision process to CCTV inspection data to generate initial repair, rehabilitation, and replacement recommendations based solely on analysis of defect data and pipe risk scores.
- Create a list of CCTV inspection priority for pipes with no available CCTV data based on pipe attributes used in the risk assessment performed in task 7.4.
- Pipes with generate initial repair, rehabilitation, and replacement recommendations will be placed into prioritization groups based on the risk score calculated in task 7.4.
- The initial repair, rehabilitation, and replacement decisions will be linked to the sewer GIS and generate maps displaying condition ratings and the results.

Task 7.5 Deliverables:

- GIS maps and summary tables of R/R recommendations.

Task 7.6 Prepare Condition Assessment and Rehabilitation and Replacement TM

This subtask involves compiling the work conducted under this task into a TM for use by the City. The information in the TM will support development of the City's capital budget and financial plan.

- *Draft TM.* W&C will incorporate the findings and recommendations of the project into a Condition Assessment and Rehabilitation and Replacement TM. The TM appendices will contain supporting data including results tables, pipe condition assessment data and R/R recommendations, and other pertinent information. The TM will include an Executive Summary section that can be extracted as a stand-alone document and provided to City management and Council members or other interested parties.
- *Final TM.* W&C will prepare a final Condition Assessment and Rehabilitation and Replacement TM, incorporating the City's comments on the Draft TM.

Task 7.6 Deliverables:

- Draft Condition Assessment and Rehabilitation and Replacement TM
- Final Condition Assessment and Rehabilitation and Replacement TM (4 hard copies plus electronic files)



Task 8 – Pump Station and Force Main Condition Assessment

This task involves the review and analysis of twelve (12) pump stations and developing a process to identify and prioritize rehabilitation needs. It also includes the evaluation of the associated force mains for condition assessment.

Subtask 8.1 Review Existing Documentation

W&C will review existing documentation for the pump stations and force mains including as-built plans, equipment data, and maintenance records.

Subtask 8.1 Assumptions

- City will provide relevant data regarding pump stations and force mains. This is expected to include as-built plans, equipment data including cut sheets/show drawings, pump curves, performance test data, motor data,.

Subtask 8.2 Prepare Pump Station Assessment Forms and Force Main Assessment Plan

For each of the twelve pump stations, W&C will prepare assessment forms documenting major assets and condition including pumps, valves, mechanical equipment, electrical gear, and support systems based on data provided by the City. The initial (draft) format of these forms will be shared with the City for review and comments, as will the initial list of assets or systems intended to be assessed during the site visit. Once the format is finalized, Woodard & Curran will fill in available data for assets/systems in preparation for the site visits (Subtask 8.3).

For each pump station force main, Woodard & Curran will review record drawings and operations data to develop a list of recommended locations for field testing. These will likely include high points or other high-risk areas where pipelines may be especially subject to corrosion, or areas where breaks have occurred in the past. This list will be summarized in a "Force Main Assessment Plan", including large scale maps or other means of field locating the recommended locations for excavation and in-situ testing (by others).

Subtask 8.2 Assumptions

- City plans to hire crews to excavate force mains at select locations, per W&C recommendations. The excavation work is per separate contract, as is the work to assess force main condition, which is anticipated to include non-destructive pipe wall testing and visual observation. Woodard & Curran will not participate in field testing of force mains.
- Major assets like pumps, motors and drives will be assessed as individual assets. Piping and smaller support system components (e.g. seal water) will be assessed systematically to limit the level of effort required to document the condition of these systems.

Subtask 8.2 Deliverables

- *Pump station asset/system list (each pump station)*
- *Draft field assessment forms*



- *Force Main Assessment Plan*

Subtask 8.3 Conduct Site Visits and Operator Interviews

W&C will conduct site visits and operator interviews based on four (4) pump stations per day or three (3) field visits. The existing conditions will be documented and photographed. Each asset will be confirmed. The mechanical equipment and piping observations will be included for noise, vibration, protective coating, corrosion, operating pressure, flows, leaks, or other signs of poor condition. Electrical / Control equipment observations will include corrosion, wire integrity (visual only), and apparent code compliance or deviations. Structural evaluation will include visual observations of cracking, spalling, exposed aggregate or other visually apparent structural deficiencies.

Subtask 8.3 Assumptions

- Electrical observation to be coordinated with the City's electrical team / person.
- Structural observation does not include evaluation or calculations to verify seismic capacity or expected seismic performance of structures or pump station components. This analysis is per separate scope and fee.
- Woodard & Curran will not enter any OSHA-defined confined spaces, which may include wet wells and dry wells. Should entry into such spaces be required to complete an asset assessment, Woodard & Curran will rely on photos/videos provided by the City.
- Woodard & Curran will not operate any equipment or open panels. If operator(s) can safely operate equipment and open such panels for observation, Woodard & Curran will include observed conditions in its assessment.
- Pump Stations S-2, S-5, and possibly S-14 are at or near the end of use full life. This will be confirmed and validated as part of the assessment.
- Pump Stations S-7 and S-8 have high maintenance costs. Replacement of these two (2) stations will be considered depending on site visits and review of issues / history.
- Site visits do not include force mains, which are assumed to be inspected under separate contract.

Subtask 8.4 Prepare Draft Pump Station Condition Assessment TM

This subtask involves compiling the work conducted under this task into a Technical Memorandum (TM) for use by the City. The efforts included in the development of the TM include, but are not limited to the following:

- Document existing conditions. This will take the form of representative photos and brief descriptions and completed assessment forms.
- Identify conditions that require immediate attention (typically conditions where failure may be imminent or which represent an apparent risk to health and safety of operators or the public)



- Estimate the remaining life of key pump station assets per site. This includes pumps, valves, piping, blowers, odor control systems, electrical, etc. based on year installed and/or existing condition. Support systems (e.g. seal water, gas monitoring/life safety systems, or similar) will be assessed as systems rather than individual components.
- For force mains, Woodard & Curran will review the results of pipeline testing performed by others and assess apparent force main condition based on this data. Data is expected to include, at a minimum, photographic data and in-situ pipe wall thickness. If data is inconclusive, Woodard & Curran may recommend additional testing. If data conclusively demonstrates poor force main condition, Woodard & Curran may recommend additional testing to determine the extend of the issue or may include a cost estimate for repair depending on the presumed extent of the concern. The approach will be determined by the quality of the testing data and the specific force main configuration.
- Develop cost for identified projects (planning level estimate, AACE International Level 5)
- Deliver the Draft TM for City review.

Subtask 8.4 Deliverables:

- Draft Pump Station Condition Assessment and Rehabilitation / Replacement TM

Subtask 8.5 Prepare Final Pump Station Condition Assessment TM

W&C will deliver the Final Pump Station Condition Assessment TM based on comments provided by the City on the Draft TM submittal. One virtual meeting to review findings and recommendations is assumed. W&C will incorporate comments and submit the Final TM.

Task 8.5 Deliverables:

- Final Pump Station Condition Assessment and Rehabilitation / Replacement TM (4 hard copies plus electronic files)

Task 9 – Prepare Implementation Plan

This task involves compiling the recommendations prepared under the prior tasks, prioritizing the projects, and compiling them into a 20-year capital improvement program (CIP).

Subtask 9.1 – Refine Project Prioritization

For this study, the capacity and condition-related pump station and sewer projects will be prioritized in order to better phase implementation over the 20-year capital planning period. Prioritization will consider risk factors such as magnitude/severity of deficiency, proximity to water bodies, commercial areas or community facilities; as well as potential coordination with other infrastructure projects (including structural rehabilitation projects) and input from City operation & maintenance staff. Other collection system projects identified by the District for inclusion in the CIP will also be included. The prioritization methodology will generally be based on the risk assessment criteria developed in Task 7. The outcome of the risk assessment will be



a relative risk priority for each project that can be used to inform CIP project phasing and schedules.

Subtask 9.2 – Develop 10-year Collection System CIP

Woodard & Curran will develop a proposed 20-year CIP schedule based on the priorities developed under Task 9.1, and District's target annual CIP budgets. Where projects are anticipated to extend over multiple years, a cost for each year will be estimated.

Subtask 9.3 – Prepare Draft Implementation Plan Report

Woodard & Curran will prepare a draft report summarizing the prioritization results and 10-year CIP recommendations.

Subtask 9.4 – Prepare Final Implementation Plan Report

Comments received from the City on the Draft will be incorporated into a final report.

Subtask 9.5 – Council Presentations

Woodard & Curran will prepare materials for and present the findings and recommendations of the Implementation Plan to City Council or subcommittees thereof (or the City Manager). Up to 3 presentations are assumed.

Assumptions:

- Cost estimates and risk assessment metrics for additional projects not developed by Woodard & Curran will be provided by District.
- Target annual capital budgets for the CIP will be provided by District.
- Three presentations at City offices.

Task 9 Deliverables:

- 20-year collection system CIP (costs and schedule)
- Draft report (electronic file)
- Final report (electronic file)
- Draft and Final powerpoint files

Task 10 – Contingency Allowance

An additional 80 hours (\$24,000) of contingency allowance has been included. This allowance could be used to cover costs associated with activities such as:

- Additional site visits
- Specialized investigations and testing
- More detailed descriptions of proposed improvements, such as drawing of potential site plans

Desktop Condition Assessment and R&R Recommendations Level of Effort and Fee Estimate



Task	Woodard & Curran Labor									W&C Costs		Total
	Gisa Ju	Chris van Lienden	Tony Valdivia/ Mike Matson	Joe Sinacori	Mark Anderson	Nathan Hanson	Gina Habil	Admin. Support	Total W&C Hours	W&C Labor Costs ⁽¹⁾	ODCs ⁽²⁾	Total Estimated Fee
	SDL	STM	STPL	STM	PE2	PE1	E2	PA				
	\$ 365	\$ 355	\$ 365	\$ 355	\$ 325	\$ 280	\$ 240	\$ 140				
Task 1: Project Management and Coordination												
1.1 Continued Project Management and Coordination	4	20				6		20	50	\$13,040		\$13,040
Subtotal Task 1:	4	20	0	0	0	6	0	20	50	\$ 13,040	0	\$ 13,040
Task 7: Condition Assessment and Rehabilitation/Replacement Recommendations												
7.1 Review Sewer AI Inspection Videos	4	2	0			10	40	0	56	\$14,570		\$14,570
7.2 Evaluate Existing CCTV Databases		4				2	4		10	\$2,940		\$2,940
7.3 Develop Risk Assessment Methodology and Rehabilitation Decision Process	4	4				8	4		20	\$6,080		\$6,080
7.4 Develop Preliminary Risk Scores for Sewer Pipes	4	2				10	40		56	\$14,570		\$14,570
7.5 Develop Rehabilitation/Replacement Recommendations for Sewer Pipes	4	2	4	0		10	40		60	\$16,030		\$16,030
7.6 Condition Assessment and Rehabilitation and Replacement TM Preparation	4	8		0		16	32		60	\$16,460		\$16,460
Subtotal Task 7:	20	22	4	0	0	56	160	0	262	\$ 70,650	0	\$ 70,650
Task 8: Pump Station Condition Assessment and FM Assessment Plan												
8.1 Review Existing Documentation		6	2	12	4	12	24		60	\$17,540		\$17,540
8.2 Prepare Assessment Forms and Force Main Assessment Plan		4	2	8	4	20	42	4	84	\$22,530		\$22,530
8.3 Conduct Site Visit and Operator Interviews		4		24	24	24			76	\$24,460	\$5,000	\$29,460
8.4 Prepare Draft Pump Station Condition Assessment TM	4	16	4	24	12	40	8		108	\$34,140		\$34,140
8.5 Prepare Final Pump Station Condition Assessment TM	4	16	4	12	12	16			64	\$21,240		\$21,240
Subtotal Task 8:	8	46	12	80	56	112	74	4	392	\$ 119,910	\$ 5,000	\$ 124,910
Task 9: Prepare Implementation Plan												
9.1 Define Project Prioritization	4	16		2		32			54	\$16,810		\$16,810
9.2 Develop 10-year Collection System CIP	2	8		6		12			28	\$9,060		\$9,060
9.3 Prepare Draft Implementation Plan Report	2	16	2	4		16			40	\$13,040		\$13,040
9.4 Prepare Final Implementation Plan Report	1	8	1	2		8			20	\$6,520		\$6,520
9.5 Council Presentations	10	16	10			16			52	\$17,460	\$500	\$17,960
Subtotal Task 9:	19	64	13	14	0	84	0	0	194	\$ 62,890	\$ 500	\$ 63,390
Task 10: Contingency												
10.1 Contingency Allowance	8	16	8			24	24		80	\$24,000		\$24,000
Subtotal Task 10:	8	16	8	0	0	24	24	0	80	\$ 24,000	0	\$ 24,000
TOTAL:	55	148	37	94	56	276	258	4	928	\$ 277,450	5,500	\$ 282,950

1. Labor costs include salaries, overhead, and profit based on W&C's standard hourly rate schedule at the time the work is conducted.

2. Other direct costs (ODCs) include mileage, travel, and major reproduction, including 10% markup.

SEWER CAPACITY EVALUATION
CIP NO. 16245
03/19/24

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2016-17 CIP Allocation (Sewer Replacement Fund) - Fund 431)	\$150,000	
2021-22 CIP Allocation (Sewer Replacement Fund) - Fund 431)	75,000	
2022-23 CIP Allocation (Sewer Replacement Fund) - Fund 431)	300,000	
2021-22 CIP Allocation (Sewer Expansion Fund - Fund 432)	75,000	
2022-23 CIP Allocation (Sewer Expansion Fund - Fund 432)	100,000	
TOTAL PROJECT FUNDING TO DATE		\$700,000
<u>Project Expenditures to Date</u>		
Woodard & Curran, Inc. - Sewer Collection Hydraulic Model	\$358,235	
<u>Anticipated Project Expenditures</u>		
Woodard & Curran, Inc. - Sewer Collection Hydraulic Model (Remaining Encumb)	\$150,992	
Woodard & Curran, Inc. - Additional Funding (Amendment No. 2)	282,950	
Total Anticipated Project Expenditures	\$433,942	
TOTAL PROJECT EXPENDITURES		\$792,177
<u>Funding Balance/ (Shortfall)</u>		
(Shortfall) - Transfer from the Sewer System Management Plan CIP No. 22289 to cover the short fall (Sewer Replacement Fund - Fund 431)		(92,177)

CITY COUNCIL AGENDA REPORT

March 19, 2024
Public Works - Operations Division

TITLE: RECEIVE AN UPDATE ON WATER SYSTEM ACTIVITIES

SUMMARY

This report provides an update on programs and projects related to the City's water system, including the Water System Management Plan, Water Supply Alternative—City Ground Water Supply Project, PFAS and Well Update, Finance and Connection Fees, and Interim Water Improvements.

RECOMMENDATION

Receive an update on Water System Activities.

BACKGROUND

The City distributes approximately 14,000 acre-feet of safe, reliable drinking water annually to over 22,000 customers. The City has two sources of water supply: treated surface water and groundwater, purchased from Zone 7 Water Agency (Zone 7), and groundwater from City-owned and operated wells with a total pumping allotment of 3,500 acre-feet per year. The City's distribution system consists of 20 storage tanks, 14 pump stations, and over 300 miles of mostly underground piping. The annual operating budget for the water system program is approximately \$29 million (CIP expenditures not included).

Since 2022, the City has developed several components of the Water System Management Plan (WSMP) which is the framework to properly manage administration, planning, operations and maintenance, capital improvements, resources, and financing. The agenda report "Receive an update on the development of a Water System Management Plan" presented to the City Council on December 19, 2023, provides more detailed information about the WSMP.

DISCUSSION

Initial development of the WSMP is occurring in three phases; this report covers work completed to date, including Phase 1 and parts of Phase 2.

Phase 1 – High-Level Assessment of City's Water System Program: This phase includes utilizing the *Effective Utility Management* guidance document to evaluate the City's existing water system program practices and make recommendations for improvements.

Phase 2 – Develop Work Plan: Progress to-date includes a work plan to identify and prioritize capital improvement needs, which forms the basis of the water enterprise 10-year CIP.

Additionally involved in this phase is internal work planning and scheduling that spans a minimum of six years to cover the initial WSMP through the first comprehensive WSMP update.

Phase 3 – Document the WSMP: The City will develop the initial WSMP in accordance with the

work planning from Phase 2. The WSMP will be organized by program elements identified below. Tasks to be included in the final WSMP include, but are not limited to:

- Water enterprise goals, key performance indicators, and policies to guide the management of the water system
- Review/summarize existing planning efforts (e.g., urban water management plans, risk and resiliency assessments, water distribution capacity evaluations, etc.), identify planning gaps, and perform high-priority planning tasks (e.g., establish a 10-year CIP, perform a regulatory review, etc.)
- Review/summarize existing operation and maintenance practices, identify deficiencies, and perform high-priority tasks (e.g., establish a standard operating procedure program and competency-based training program)
- Recommend a prioritized list of actions, programs, and CIP projects to be implemented to improve the management of the water system.

Water System Management Plan Updates

High-Level Assessment of City's Water System Program - **COMPLETED** Phase 1

High-level assessment of City Water System Program involved a benchmarking exercise comparing the City's water utility management and operations to that of an effective water utility as determined by standards established by the American Water Works Association (AWWA) and adopted by the US Environmental Protection Agency. The assessment looked at ten attributes, and of these City staff ranked its most important but lowest achieving areas as 1) Financial Viability and 2) Infrastructure Strategy and Performance.

Water System Capacity Master Plan - **IN PROGRESS**

The capacity evaluation uses a GIS-integrated, computerized model to assess the hydraulic capacity of the City's Water Distribution System, now and in the future. Akel Engineering conducted the Capacity Evaluation, which noted the impacts to the lowest achieving areas identified in the WSMP: the Financial Viability attribute and the Infrastructure Strategy and Performance attribute.

Along with assessing current system deficiencies and future deficiencies associated with increased future demand, largely due to projected population increase by 2040 based on the City's various land use policy documents (e.g., Housing Element), the capacity evaluation also considered interim water improvements (per the Water Alternatives Study) necessary for current operations without the contribution of City-owned groundwater wells. The findings from the capacity plan have been separated into the following categories:

- Existing pipeline deficiencies (pipelines undersized)
- Fire flow deficiencies (pipelines undersized)
- Pipelines necessary to meet near-term (and future) current operations/supply changes
- Pipeline improvements to meet projected future 2040 water demand
- Storage improvements necessary to meet existing and future operating criteria
- Improvements necessary to Zone 7 turnouts to meet current and future operations.

The Water System Capacity Master Plan is in the final draft stage, and identifies the necessary infrastructure improvements to meet the current and future capacity-related demands. The

results will be included in the development of the 10-Year CIP and Water System Master Plan.

Condition Assessment & 10-Year CIP - IN PROGRESS

All on-site inspections of the physical infrastructure and analysis of the water infrastructure based on the age and materials have been developed. This work will be used to develop a list of infrastructure deficiencies based on the condition of the asset (pipelines, pump stations, storage tanks et al.), to develop the primary components that comprise the 10-year CIP. The City is in the process of implementing the prioritization and classification of each major deficiency to generate the 10-year CIP with an estimated range of \$135 million - \$205 million in needed improvements. Additional information about the prioritization process and preliminary results are provided in the aforementioned December 19, 2022, agenda report titled: [Receive an update on the development of a Water System Management Plan.](#)

Water Supply Alternative – City Ground Water Supply Project - IN PROGRESS

The Water Supply Alternative project identified and reviewed options to address PFAS in the City's existing groundwater wells and outlined several alternatives to restore the City's 3,500 acre-feet groundwater pumping quota. The City is moving forward with a project to design, construct, and operate two new groundwater wells in the Bernal sub-basin (as outlined in the agenda report [Water Supply Alternatives Study](#) presented to the City Council on October 17, 2023). If during the feasibility process of test drilling and permitting with Zone 7, it is determined that new groundwater wells are not feasible, then the City would pivot back to constructing a reduced PFAS Treatment and Well Rehab project with a focus on improvements to Well 8 (City PFAS Treatment and Well 8 Rehab Project). City staff has been in continuous contact with Zone 7 as it is progressing on its groundwater modeling of the PFAS plume and Well Master Plan.

Since October 2023, staff has had multiple conversations with Zone 7 and confirmed the opportunity for collaboration, such that Zone 7 and City staff have developed a term sheet that outlines the roles and expectations of the two agencies that will be the foundation of an agreement to explore a groundwater well partnership. Collaboration with Zone 7 includes evaluating the feasibility of designing, constructing, and operating multiple municipal wells in the Bernal sub-basin and increasing the disinfection capacity at Zone 7's Hopyard treatment facility to obtain additional groundwater supply for the region and recover the City's groundwater pumping quota (GPQ) of 3,500 acre-feet. Zone 7 would be the lead agency in the development and operation of the project, and the City would support Zone 7 by paying its fair share of costs related to its GPQ and assisting with necessary land rights. The City's GPQ would be delivered by Zone 7 through its transmission system to City turnouts. Additional improvements to the City's distribution system would likely be required to receive its GPQ from turnouts rather than directly from City wells. Attachment 1 illustrates how exploring the feasibility of a joint project with Zone 7 will tie into the City's overall plans for pursuing a groundwater supply project and includes the following:

Phase 1 - Feasibility: This phase will be a joint effort by Zone 7 and the City. Efforts will include a well-siting review for potential locations within the Bernal sub-basin and test drilling/water modeling of these locations to determine the adequacy of water quality and yields. If the Bernal sub-basin is feasible, a Basis of Design report will be prepared to determine the scope of improvements and costs for a joint project. Additionally, preliminary terms for land rights and design, construction, and operational cost sharing will be developed. Based on these findings, the City will review the joint project's cost and advantages/disadvantages as compared to the

City implementing its own project to determine the preferred direction. The goal for completion of the feasibility phase is spring 2025. With the City's concurrence, Zone 7 will lead the project development and solicit agreements with consultants/contractors to perform related work. Phase 1 work has begun to develop the scope and procurement documents for the necessary consultants and contractors.

Phase 2 - Design and Construction: This phase is to proceed with the design and construction of the selected project from Phase 1. If a joint project is selected, Zone 7 would serve as the lead agency, including permitting and CEQA. If a City project is selected, the City would serve as the lead agency, and coordination/permitting with Zone 7 would still be required for well installation. The goal for completion of Phase 2 is the end of 2028.

Phase 3 - Operation: This phase includes bringing the groundwater facilities online with the ability to produce the City's GPQ. If a joint project is selected, Zone 7 would operate the facilities for regional purposes and for the purposes of delivering the City's GPQ. If a City project is selected, the City will operate its own wells. This phase would start immediately after the completion of Phase 2.

PFAS Testing & Wells 5 & 6 Update

PFAS Testing

In September 2023, decreased water demand at the end of the summer and the installation of the temporary pumping equipment allowed for additional water in the system such that the City did not/would not need to use its wells. At that time, staff notified the City Council that Wells 5 and 6 had not been used since they were turned off in November 2022 (and have remained off), and the monthly PFAS testing would revert to quarterly testing to meet State Water Resources Control Board requirements.

December 2023 Test Results identified no significant changes:

- Well 5 – remains below response level for PFOS and PFHxS, and below notification level for PFBS and PFOA
- Well 6 – remains below response level PFOS and PFHxS, and below notification level for PFBS and PFOA (Please note that the PFOS levels have increased since October 2023)
- Well 8 – remains below response level for PFOS, below notification level for PFBS and PFOA, and is above the response level for PFHxS at 24 ng/L.

PFAS information and current test results are provided at <https://www.cityofpleasantonca.gov/our-government/public-works/pleasanton-water/>.

Finance and Connection Fees

Financing

The Water Enterprise Operating fund balance cannot support the necessary capital improvements for the Near-Term Water Improvements and Phase 1 work for the groundwater supply project. Debt financing will be required for the anticipated \$18 - \$19 million to complete the necessary improvements and design. On March 5, 2023, the City Council received a presentation on debt financing and approved a resolution declaring the City's intention to reimburse expenditures relating to capital improvement projects (i.e., the near-term water

improvements provided below) from the proceeds of tax-exempt obligations.

Connection Fee Study

The City collects fees from development through connection fees to cover the costs of the infrastructure needed to support improvements to the City's infrastructure. These connection fees are designed to address the impact of new development on the existing system, and as such the fees are paid by that new development and not existing customers. The City has not updated its water and sewer connection fees since 1982 and has started the process to align with other development fee updates that will be presented to the City Council in the coming months.

Near-Term Water Improvements

The City has completed a complete hydraulic analysis of the water system and has identified several core system deficiencies, including turnout capacities and pipelines, to meet the current and future growth of the system. The loss of regular use of the City's wells due to PFAS created further deficiencies in the City's system as the wells no longer provide water at key locations within the City's distribution system. The Water Supply Alternatives (WSA) analysis was completed to determine the best solution to address the PFAS issue, and the hydraulic model was utilized to identify the necessary distribution improvements for the various water supply alternatives. Several sections of pipelines were identified as needing upgrades in all the various alternatives which also aligned with the core system deficiencies. The model was requested to identify the essential improvements that need to be constructed to meet the forecasted system demands until the selected WSA can be put in service (an assumed date of late 2028). The results identified three segments of the pipeline (Bernal Avenue, Stoneridge Drive, and Sunol Boulevard), and improvements at Turnout No. 1 and No. 4 need to be completed and were termed "Near-Term Water Improvements." Further identified were emergency projects completed to meet the anticipated summer demands of 2023, including temporary repairs to Turnout No. 1 to return it to service and installing a temporary rental pump at Turnout No. 4 to increase the capacity of the turnout.

A condition assessment was completed on the water system and is currently being utilized in the prioritization process in the development of the 10-Year Water CIP. The condition assessment identified that water lines on Stoneridge Drive and Sunol Boulevard were near the end of their useful life. The water lines on Stoneridge Drive and Sunol Blvd will be upsized to accommodate the future removal of the older lines.

The Near-Term Water Improvements were broken into three bid packages to expedite the work.

Bernal Avenue Water Line & Turnout No. 1 - IN PROGRESS

The first project is the Bernal Avenue 18-Inch Potable Water Main (F- 4 Line) & Turnout No. 1 Project, CIP 24172, which was awarded for construction on January 16, 2024, for \$2.2 million. The project will install a new 18-inch water line in parallel to the existing 12-inch line from Turnout No. 5 at the corner of Nevada Street to the Vineyard Booster Station at the intersection of Vineyard and Bernal Avenue. The project also includes improvements at Turnout No. 1 on Santa Rita Road that will replace the interior piping and equipment to Zone 7's current standards and include a motorized control valve, flow meter, fluoride injection, and instrumentation. The turnout was placed out of service after it was flooded, the equipment was temporarily repaired, and the leak was repaired. Construction of the project began in February,

with major construction impacts anticipated in late March.

Stoneridge and Sunol Water Lines & Turnout No. 4 - IN PROGRESS

The second project consists of Turnout No. 4 Replacement and Booster Station and Stoneridge Drive 24-Inch Potable Water Main (F-1 Line), CIP No. 24171, and the Sunol Boulevard 20-Inch Water Main (F-7 Line), CIP No. 24173, packaged together as Near-Term Water Improvements. Bids opened on February 22 and the bid award is being presented to the City Council on March 19 with an anticipated construction cost of \$9.5 million. Work on Stoneridge Drive occurs from Johnson Drive to Hopyard Road and will include installation of approximately 3,200 linear feet of 24-inch fusible PVC water main; 450 linear feet of ductile iron pipe ranging in diameter from 18-inch to 24-inch; site preparation for installation of a new prefabricated booster station which is being procured separately; and installation of the prefabricated booster station with new Zone 7 connection once fabrication is complete. Work on Sunol Boulevard will extend from Sycamore Road to Bernal Avenue and includes the installation of 4,500 linear feet of 20-inch ductile iron pipe connecting to the existing City system at each end. The project will construct a larger turnout and booster station that will increase the firm capacity and reliability of the turnout from 1,000 gallons per minute (gpm) to 5,200 gpm. Construction of the project is anticipated to start in April, with significant impacts starting in May and continuing through December.

Turnout No. 4 Booster Station - IN PROGRESS

The third project is the procurement of the prepackaged booster station. Given the limited site conditions, a prepackaged booster station will be built off-site and will be similar to the Recycled Water Booster Station in Ken Mercer Sports Park. The consultants developed a RFP, and proposals were received on January 19, 2024. The proposals ranged from \$1.7 - \$1.8 million, as compared to the engineer's estimate of \$850,000. Further analysis and updates to the RFP are being completed to reduce costs. It is anticipated the booster station will not be installed until the spring 2025, and the temporary rental pump will continue to be in place as needed.

EQUITY AND SUSTAINABILITY

The water system improvements and planning advance the City's Climate Action Plan 2.0 (CAP) - Water Resources - Reduce GHG emissions from water usage (including conveyance) and prepare community water resources for a changing climate, which will result in cost savings, enhance water quality and availability, improve infrastructure, and increase resiliency.

OUTREACH

As the development of the WSMP and other major water projects continue to progress, updates will be provided during scheduled City Council meetings so the community will be informed.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton Strategic Plan goal of *Investing in our Environment* Strategy 1 - Implement the four-year Capital Improvement Program (CIP) to complete design and construction of budgeted capital projects and Strategy 4 – Complete the Water System Master Plan to reflect current and future operations and identify system improvements and necessary maintenance. These efforts also advance the goal of *Funding our Future*, Strategy 3 - Evaluate and update enterprise revenue sources, including utility

rates, and connection and user fees to address growth and meet current needs.

FISCAL IMPACT

There is no fiscal impact associated with this update. The City Council previously approved funding for these projects under separate actions, and will similarly consider any future noted future expenditures as they are ready to be presented.

Prepared by:



Adam Nelkie, Acting
Director, Public Works

Submitted by:



Adam Nelkie, Acting Director, Public
Works

Approved by:

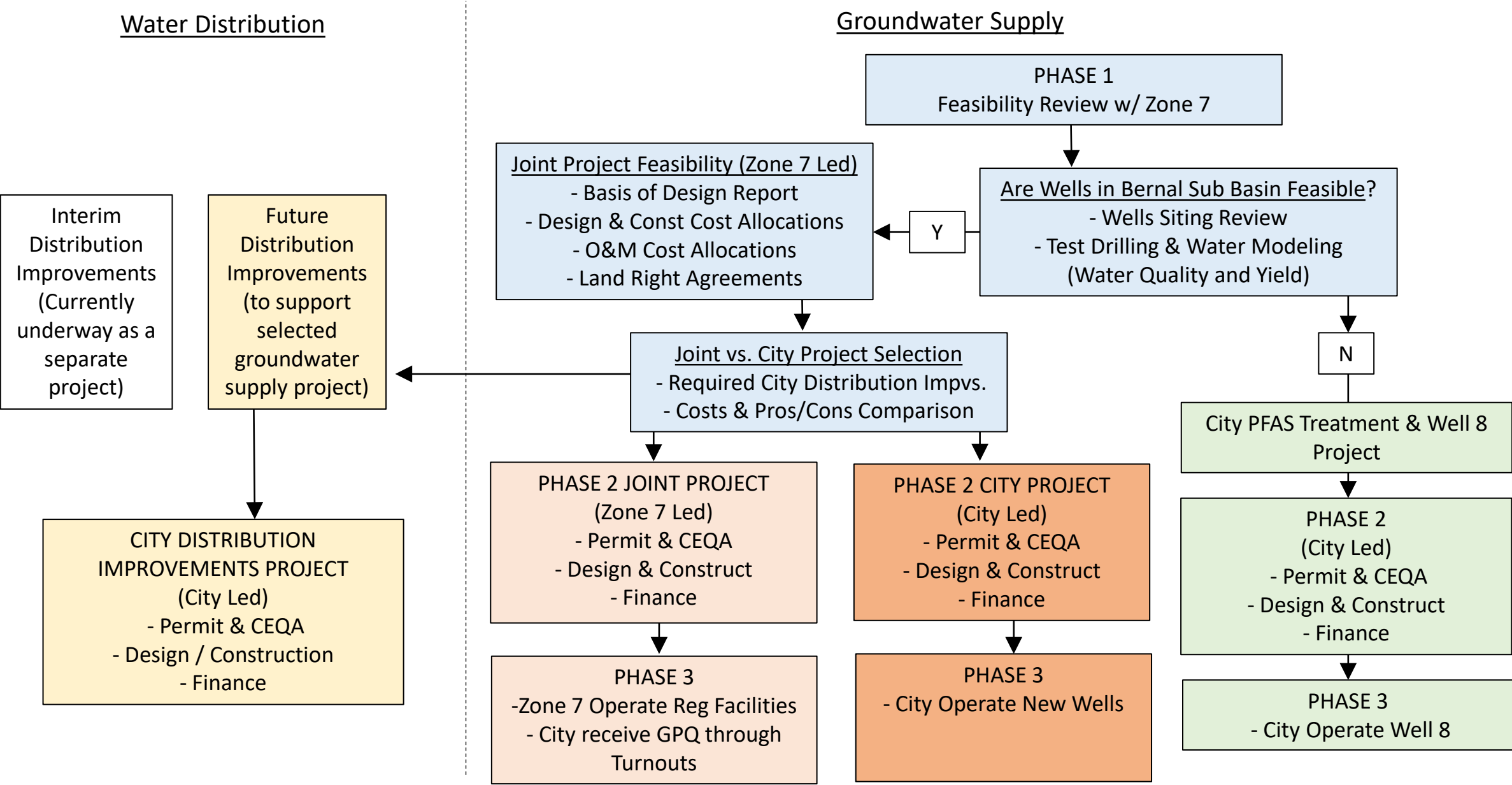


Gerry Beaudin, City
Manager

Attachments:

1. City Groundwater Supply Project Workflow

City Groundwater Supply Project Workflow



CITY COUNCIL AGENDA REPORT

March 19, 2024
Public Works - Engineering Division

TITLE: CONTINUED FROM MARCH 5, 2024 - REVIEW OF PAVEMENT MANAGEMENT REPORT COMPLETED BY AMS CONSULTING FOR THE BI-ANNUAL EVALUATION/RECLASSIFICATION OF STREET SURFACES PROJECT, CIP NO. 21521

SUMMARY

The City maintains a Pavement Management Program (PMP) which is updated every two years as mandated by the Metropolitan Transportation Commission (MTC) to be eligible for local and grant funding to actively manage the City's \$306-million-dollar street pavement asset. The City received a grant from MTC to update the 2023 PMP, and the results are presented in the 2023/24 Pavement Management Report (see Attachment 1). The City's street network pavement is the largest capital asset the City owns and is considered to be in "good to excellent" condition. The 2023 PMP report lowered the road network's average by two points to a Pavement Condition Index (PCI) of 77 and increased the backlog of work from the 2021 PMP report's by \$10 million, from \$22 million to \$32 million, which is an unexpected decrease in the street network's health. The PMP report identifies that the current average expenditure of approximately \$4 million, plus \$750,000 in concrete costs, will result in a continued decrease in pavement conditions over time. Increased construction costs, constrained funding, changes in regulations, and implementation of pedestrian improvements within the road network are having significant impacts on keeping up with the recommended maintenance. The continued decline of the streets' PCI rating will eventually lead to an exponential increase in the overall long-term cost of maintaining the street network.

RECOMMENDATION

Review the Pavement Management Report completed by AMS Consulting for the bi-annual evaluation/reclassification of Street Surfaces Project, CIP No. 21521

BACKGROUND

Pavement Management Program/System

In 1982, MTC completed a study of local road and street maintenance needs and revenue shortfalls in the San Francisco Bay Area. MTC developed the computer-based pavement asset management system (also known as "Street Saver") to help Bay Area cities and counties better maintain their local streets and roads; the City began utilizing Street Saver in the late 1980s. The MTC requires all local agencies to have a pavement management program certified by the MTC every two years to qualify for regional funding. The program addresses the pavement only and does not include curb and gutter, sidewalks, curb ramps, or bridges.

The PMP must inventory all public roads within the jurisdiction limits, assess each road segment's pavement condition, identify pavement segments that need maintenance, and determine the budget needs for the recommended maintenance. The road assessments are

conducted by consultants hired directly by the City or through a grant program administered by MTC. The City was selected for a grant for Round 24 of the Pavement Management Technical Assistance Program (P-TAP), and MTC selected AMS Consulting to perform the City's 2023 PMP update.

The PMP program divides the City's paved portion of the street network into 1,341 segments based on the construction of the roadway. Each segment is inspected in the field every two years and given a PCI rating that ranges from 0 (failed) to 100 (new), which are allocated into one of five condition categories as shown in Table 1 below. In addition to the PCI rating, the cost of the backlog of work is determined, with backlog defined as the cost of a project recommended for treatment in the first year but deferred to the following year(s) due to funding constraints.

Table 1: Overview of City's Current Pavement Condition

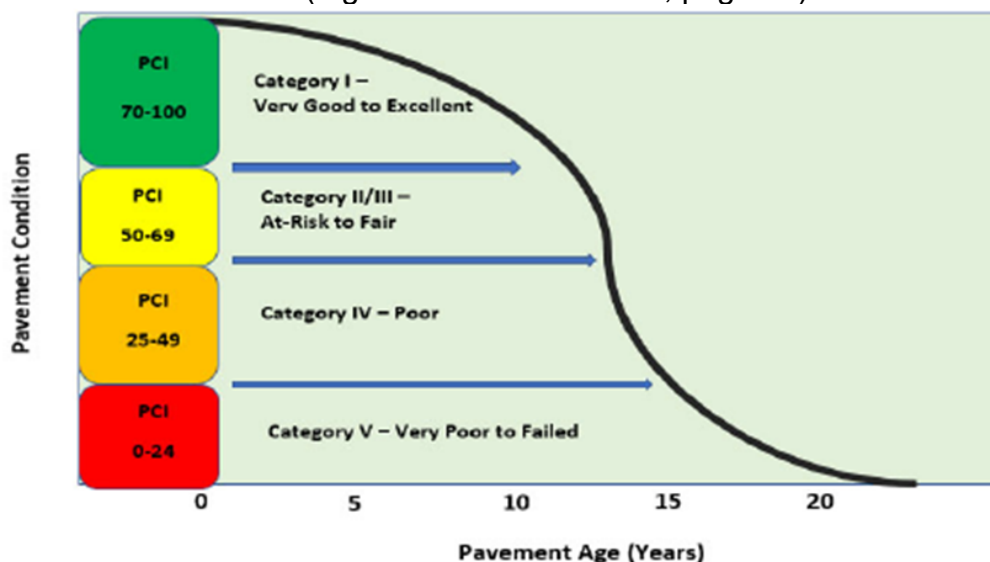
(Table ES-1 in Attachment 1, page 4)

Current Condition Categories	Current
Condition I - Good to Excellent (PCI 70 - 100)	71.5%
Condition II/III - At Risk to Fair (PCI 50 - 69)	23.0%
Condition IV - Poor (PCI 25 - 49)	5.4%
Condition V - Failed to Very Poor (PCI 0 - 24)	0.1%

The pavement condition degrades on a reverse exponential curve as shown in Figure 1 below. It is most cost-effective to maintain the streets in "good to excellent" condition. As the PCI decreases, the cost to maintain the system increases exponentially. The theoretical ideal PCI is 87, which is the point at which the network is most cost-effectively maintained.

Figure 1: Pavement Life Expectancy

(Figure 1 in Attachment 1, page 11)



The City of Pleasanton's street network is composed of 507 lane miles (one 9- to-13-foot lane) and covers over 46 million square feet of paved roadway divided into three functional classifications based on the volume of traffic for which the roadway is designed. As shown in Table 2 below, Residential/Local streets are typically in front of homes within the city's neighborhoods; collector streets are typically one lane in each direction and are the wider streets entering and exiting the neighborhoods and around Hacienda business park; and arterial streets are larger multi-lane streets like Santa Rita Road, Owens Drive, and First Street to which the collector streets connect to move traffic efficiently around the city.

Table 2: City Network Summary Statistics

Functional Classification	Total Sections	Total Center Miles	Total Lane Miles	Total Area (SF)	PCI
Arterial	95	28.62	116.39	10,053,533	70
Collector	289	72.99	175.55	16,502,206	77
Residential/Local	957	107.73	215.57	19,659,972	81
	1,341.00	209.34	507.51	46,215,711	

The City completes roadway maintenance yearly, using the PMP program recommendations and engineering analysis to develop a work plan for three annual projects: the Annual Curb and Gutter Replacement, the Annual Street Resurfacing and Preventative Maintenance, and the Annual Slurry Seal. The Annual Curb and Gutter Replacement project replaces deficient curb and gutters and updates/installs American with Disabilities Act (ADA) ramps that are required by law. The Annual Street Resurfacing and Preventative Maintenance project resurfaces various roadways by overlaying the existing pavement with a new layer of asphalt concrete. The Annual Slurry Seal project slurry seals a different set of roadways. The resurfacing project is considered a street reconstruction/rehabilitation project, while the slurry seal project is a preventative maintenance project; these projects are designed to maintain the City's roadway pavement condition. The attached 2023/2024 Payment Management Report recommends that a breakdown of 80 percent of funding be expended toward resurfacing and 20 percent expended on preventative maintenance.

The maintenance cycle for the City road network is based on the classification of the street. Generally, the roadway goes through a cycle of two preventative maintenance treatments (slurry seal) that typically last six to eight years. Then, it is followed by a resurfacing project that typically lasts 12-15 years. A street can generally receive two full cycles that last from 70 (arterial streets) to 90 (residential streets) years before being reconstructed to lower the 4-plus inches of asphalt added as part of the resurfacing process. A large portion of the streets in Pleasanton are in their second cycle of maintenance and will soon require reconstruction efforts. This is reflected in the growing backlog of work identified in the attached report.

The City funds the three annual maintenance projects with a current budget of \$5.75 million for FY 2023/24 from the General Fund, Gas Tax, Senate Bill 1 (SB-1), and local measures

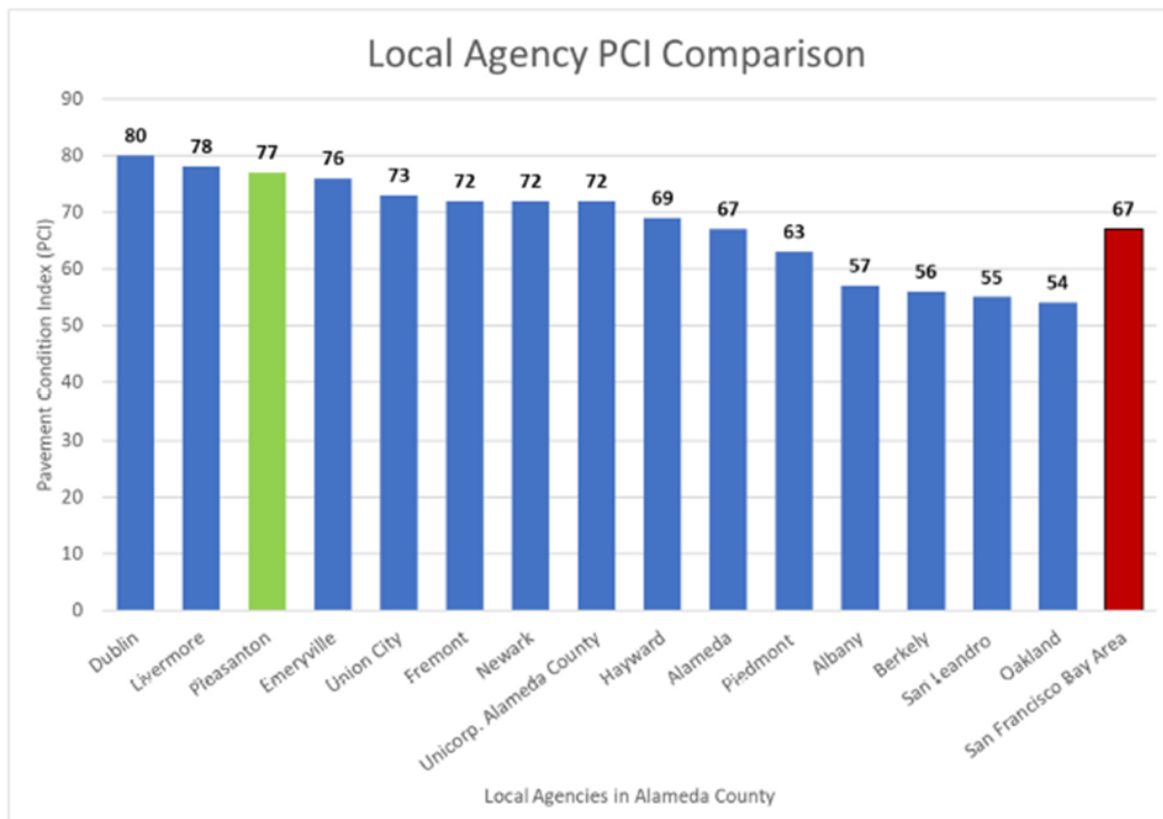
including Measure B/BB Local Streets and Roads and Measure F Vehicle Registration Fee (VRF). In addition, for the past 15 years, the City has received grant funding of nearly \$1 million dollars every few years from federal stimulus programs like the American Recovery Act, and local grant funding under the One Bay Area Grant (OBAG) that consolidated many smaller local grant programs. Changes in the OBAG program removed the direct payment based on population, used in Cycles I and II, to a grant application targeting goals established by the program; the City of Pleasanton does not score as competitively as other communities under these application goals.

DISCUSSION

The City's street network pavement, valued at \$306 million (excluding concrete such as curb and gutter and sidewalks, bridges, and traffic signals and signs), is the largest capital asset the City owns. The 2023 PMP report lowered the network average by two points to a PCI of 77 and increased the backlog of work by \$10 million from \$22 million to \$32 million from the 2021 PMP report, an unexpected decrease in the network's health. Pleasanton's streets still rank in "good to excellent" condition and are above the average San Francisco Bay Area road rating of PCI 67. A reduction in PCI rating and an increase in the backlog of work is a commonality across all Bay Area communities. Figure 2 compares the local agencies, with only Dublin and Livermore having higher PCI than Pleasanton; the rating is reflective of the newer streets from more recent development in Dublin and the increased funding for Livermore's street network in the past few years.

Figure 2: Local Agency PCI Comparison

(Figure 6 in Attachment 1, page 17)



The PMP report includes six standard budget scenarios for the next five years to provide valuable "what-if"

information based on various funding levels. The scenarios are listed in Table 3 below and are as follows: Scenario 1 is the current budget programmed in the CIP, Scenario 2 is the cost to maintain a constant PCI of 77, Scenario 3 is to increase the PCI 5 points to 82, Scenario 4 is the cost to improve the network to the ideal PCI of 87, Scenario 5 is to maintain a constant backlog of \$32 million, and Scenario 6 is if no funding would take place. The results indicate that at current funding levels the PCI is expected to drop an additional 2 points and increase the backlog to \$46 million after five years. Of note, the table does not include the costs for concrete improvements, which are a necessary part of the street maintenance program.

Table 3: Scenarios
(Table ES-2 in Attachment 1, page 6)

	Scenario 1. Current Budget	Scenario 2. Constant PCI	Scenario 3. Plus 5 PCI Increase	Scenario 4. Unconstrained Funding	Scenario 5. Constant Deferred Maintenance	Scenario 6. No Funding
Average Yearly Budget	\$4,090,000	\$6,115,824	\$10,537,257	\$14,903,943	\$7,150,940	\$0
Total Budget for 5 Years	\$20,450,000	\$30,579,120	\$52,686,284	\$74,519,715	\$35,754,700	\$0
Current PCI	77	77	77	77	77	77
Current Backlog	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065
Current % in 'Good' condition	71.50%	71.50%	71.50%	71.50%	71.50%	71.50%
PCI after 5 years (change)	75 (-2)	77 (0)	82 (+5)	87 (+10)	78 (+1)	70 (-7)
Backlog after 5 years	\$46,732,406	\$36,071,136	\$20,363,078	\$1,090,991	\$31,709,185	\$60,156,996
% 'Good' in 5 years	71.2	76.9	90.2	98.5	77.8	60.2
% 'Fair' in 5 years	16.3	12.8	3.5	0.9	13.8	23.2
% 'Poor' in 5 years	11.3	9.4	5.4	0.4	7.6	15.3
% 'Very Poor' in 5 years	1.2	0.9	0.9	0.2	0.8	1.3

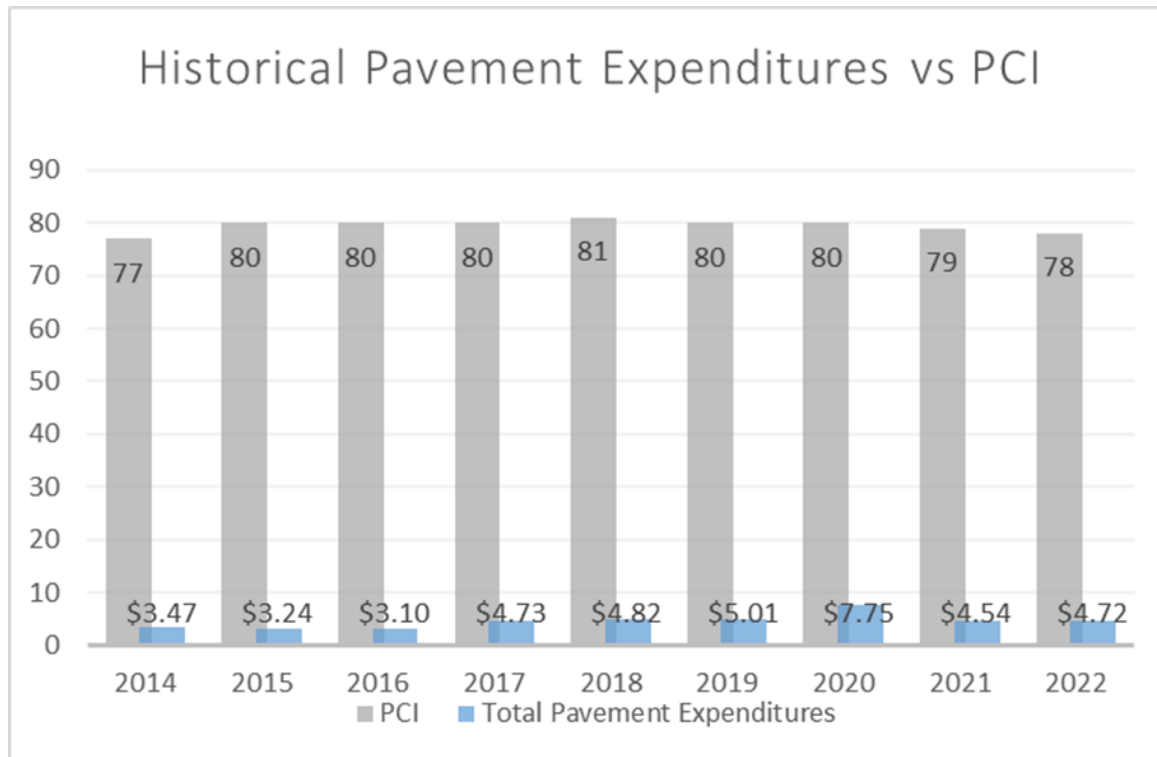
The City's street network PCI has been slowly declining over the last 10 years (as shown in Table 4 below) but was sustaining the backlog of work at the expended funding levels. The costs in the PMP report identified a significant increase of \$2 million required, for a total of \$6 million, for the Annual Street Resurfacing and Annual Slurry Seal to maintain the current PCI. In addition, the annual costs for necessary concrete improvements are dramatically increasing.

Table 4: Historic Pavement Expenditures & PCI

Year	PCI	Total Cost \$ in Million	Rehab. Unit Cost *	Slurry Seal Unit Cost*
2014	77	\$3.47	\$2.19	\$0.30
2015	80	\$3.24	\$2.39	\$0.20
2016	80	\$3.10	\$2.20	\$0.22
2017	80	\$4.73	\$2.37	\$0.22
2018	81	\$4.82	\$2.68	\$0.49
2019	80	\$5.01	\$3.39	\$0.49
2020	80	\$7.75	\$3.00	\$0.33
2021	79	\$4.54	\$2.73	\$0.31
2022	78	\$4.72	\$3.55	\$0.55
2023	77			

(*) Unit Cost Per Square Foot of Pavement. Concrete work is included under Pavement Rehabilitation

Figure 3: Historical Pavement Expenditures versus PCI



The 2021 PMP projected that with the 2021 budget the network would maintain a PCI of 79 with an increased backlog of \$23 million at the end of 2025. There are several reasons why the network is not performing as previously projected, and costs are expected to increase.

1. Construction costs have significantly increased. Since the pandemic, construction costs have risen higher than inflation due to an increase in both materials and labor, which means that the City's network only received approximately 80 percent of planned treatments.

Figure 4: Historical Unit Cost Per Square Foot

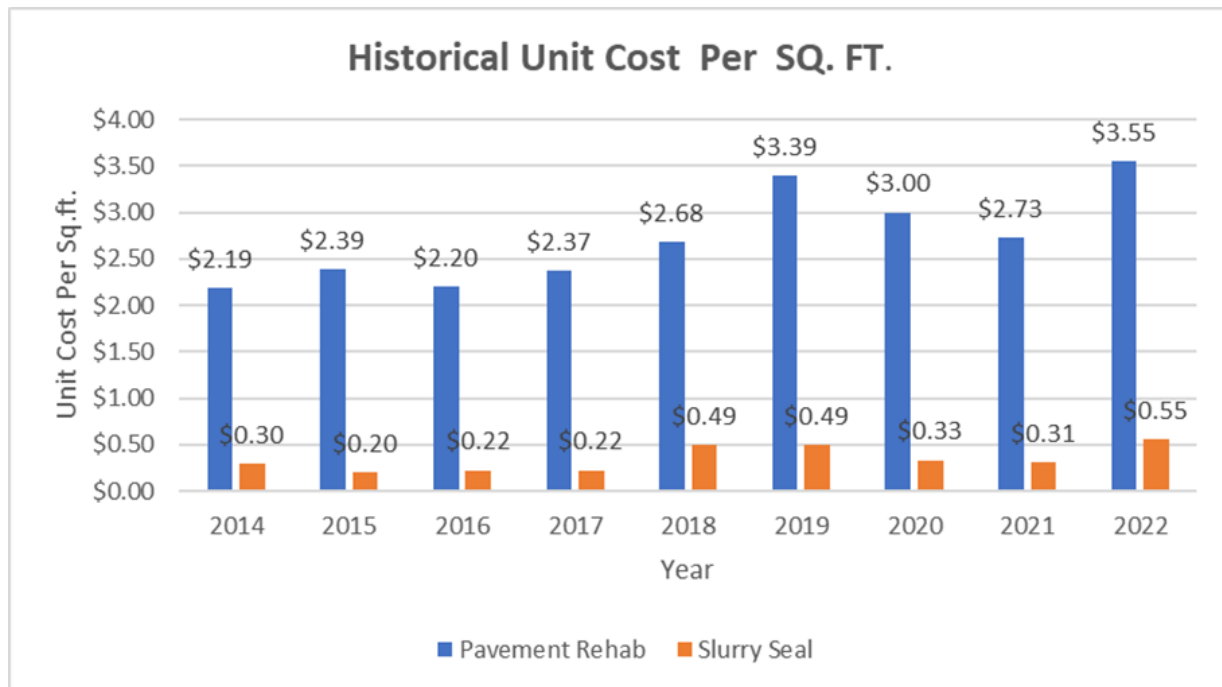


Figure 4 also includes the costs for concrete improvements under the resurfacing unit costs.

2. Funding has not increased to keep up with increased costs. Gas Tax has steadily declined over the past decade, with SB-1 passed to help stabilize the GAS Tax transportation funding. Measure B/BB Local Streets and Roads, and VRF saw declines during the pandemic and starting to rebound. The City's General Fund Budget has not been routinely used toward the three annual projects. Changes in routine grant programs limit the potential for future OBAG funding. The last grant funds received were in 2017 and 2020 with the amounts of \$238,000 and \$1,095,000 from OBAG 1 and 2, respectively.

3. Concrete improvements have significantly increased, and costs are expected to rise. The City's street trees, often planted behind the back of the curb, are starting to mature and touch the back of the curb in some areas, and roots have significant impacts on the curb and gutter. The City is required by law to install/update ADA curb ramps when the streets are resurfaced. Recent changes to ADA law will require the installation of directional ramps at intersections, requiring new ramps to be installed at most intersections; the cost impacts of this are now being analyzed.

4. Implementation of the Pedestrian and Bicycle Master Plan, Complete Streets and Vision Zero plans increase the traffic markings to create safer roadway areas. These improvements include buffered bike lanes, green bike lanes, bulb-outs, bollards, and additional lanes of striping.

The goal of the PMP program is to maintain or improve the street network to reach a PCI 87; however, the City street network is anticipated to decrease at the current budgeted levels. The PMP report will be further evaluated as staff develops future Capital Improvement Project (CIP) programs and recommends increasing expenditures to maintain the current PCI. Staff will continue to seek grant opportunities to increase funding.

EQUITY AND SUSTAINABILITY

The PMP program helps ensure that the City's streets are maintained most efficiently, reducing vehicle emissions and working toward Climate Action Plan 2.0 (CAP 2.0) Transportation & Land Use strategies.

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 1 – Implement the four-year Capital Improvement Program (CIP) to complete design and construction of budgeted capital projects. In addition, the PMP is a key part of the asset management plan for the City's transportation infrastructure and advances Strategy 2 – Develop an Asset Management Plan to address comprehensive long-term planning for maintenance, renovation, repair and/or replacement of the infrastructure and public facilities to meet current and future needs.

FISCAL IMPACT

The cost for PMP update and pavement management report is \$64,800. The City received \$59,800 from MTC through the Round 24 P-TAP grant from MTC with a local match by the City of \$15,000. The local match of \$15,000 was funded out of the Bi-Annual Evaluation and Classification of Streets, CIP No. 21521.

The current budgeted level of expenditure is anticipated to lead to a decrease in the City's road network that will eventually lead to an exponential increase in the overall long-term cost of maintaining the street network.

Prepared by:



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Submitted by:



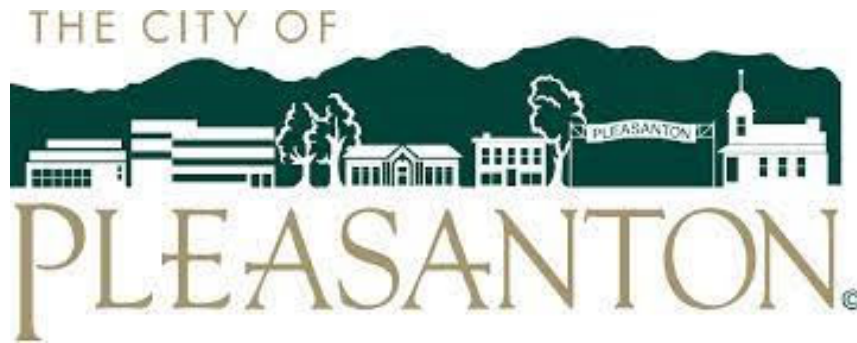
Approved by:



Gerry Beaudin, City Manager

Attachments:

1. 2023/2024 Pavement Management Report



Pavement Management Technical Assistance Program (P-TAP) Round 24

2023/2024 Pavement Management Report

Final Report (2/13/2024)

Prepared By:

AMS Consulting

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EXECUTIVE SUMMARY

The City of Pleasanton's street network is 209.34 centerline miles long and covers approximately 46.2 million square feet of pavement¹. This network is an essential asset and is among the most valuable assets maintained by the City. This asset is worth \$306 million to replace². Through the Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP), the City completed a comprehensive pavement management update that included field inspections and an update of the City's pavement management software. With the most recent inspection information and treatments, the City's overall Pavement Condition Index (PCI) is 77, classified as "Good to Excellent" for MTC standards. The PCI is a numerical rating from 0 – 100, with 0 being a failed street and 100 being a brand new pavement. 71.5% of the City's roads have a PCI of 70 and above and are classified in the "Good to Excellent" category (**Table ES 1**).

Table ES 1 – Overview of City's Current Pavement Condition

Current Condition Categories	Current
Condition I - Good to Excellent (PCI 70 - 100)	71.5%
Condition II/III - At Risk to Fair (PCI 50 - 69)	23.0%
Condition IV - Poor (PCI 25 - 49)	5.4%
Condition V - Failed to Very Poor (PCI 0 - 24)	0.1%

An adequately designed asphalt street typically lasts twenty years without total reconstruction. However, if conditions change, such as higher daily traffic usage, then reconstruction of the pavement may be warranted sooner. Extending the life of the pavement with pavement preservation, as opposed to the replacement of pavement, is the goal of a pavement management program.

¹ This report does not include city-owned parking lots. The parking lot study was done separately from P-TAP. In total (including parking lots), the City has 215.4 centerline miles, 519.61 lane miles, and 1.72 square miles of pavement.

² The valuation is assessed by the assumption of replacing the entire street network with a new street valued in today's dollar.

Six budget scenarios were evaluated as part of the P-TAP update. AMS used the MTC StreetSaver pavement management software to run various budget scenarios. Based on a series of assumptions, StreetSaver allocates available funds across the street network, recommends improvements, and forecasts future PCI values if recommendations are implemented.

The six funding scenarios detailed (**Table ES 2**) below are five-year projections and provide valuable “what-if” information on expected PCI and backlog values that may occur at different funding constraints. Backlog is the cost of a project recommended for treatment in the first year but deferred to the following years due to funding constraints. The following scenarios were analyzed and detailed below. The City’s current Backlog is \$31.7 million.

Scenario 1 – Current Budget

- Average funding of \$4.1M per year for maintenance and rehabilitation.
- PCI decreases to 75 at the end of five years.
- Backlog increases from \$31.7M to \$46.7M at the end of five years.
- 71.2% of City streets will have a PCI equal to or greater than 70.

Scenario 2 – Constant PCI

- Average funding of \$6.1M per year for maintenance and rehabilitation.
- PCI remains constant at 77 at the end of five years.
- Backlog Increases from \$31.7M to \$36.1M at the end of five years.
- 75.2% of City streets will have a PCI equal to or greater than 70.

Scenario 3 – Plus 5 PCI Increase

- Average funding of \$10.5M per year for maintenance and rehabilitation.
- PCI increases to 82 PCI at the end of five years.
- Backlog decreases from \$31.7M to \$20.4M at the end of five years.
- 88.9% of City streets will have a PCI equal to or greater than 70.

Scenario 4 – Unconstrained Funding

- Average funding of \$14.9M per year on maintenance and rehabilitation.
- PCI will increase to 87 at the end of five years.
- Backlog decreases from \$31.7M to \$1.1M at the end of five years.
- 98.5% of City streets will have a PCI equal to or greater than 70.

Scenario 5 – Constant Deferred Maintenance

- Average funding of \$7.2M per year on maintenance and rehabilitation.
- PCI will increase to 78 at the end of five years.
- Backlog remains constant at \$31.7M at the end of five years.
- 77.8% of City streets will have a PCI equal to or greater than 70.

Scenario 6 – No Funding

- Average funding of \$0 per year on maintenance and rehabilitation.
- PCI decreases to 70 at the end of five years.
- Backlog increases from \$31.7M to \$60.2M at the end of five years.
- 60.2% of City streets will have a PCI equal to or greater than 70.

Table ES 2 – Summary of different funding levels (Scenarios)

	Scenario 1. Current Budget	Scenario 2. Constant PCI	Scenario 3. Plus 5 PCI Increase	Scenario 4. Unconstrained Funding	Scenario 5. Constant Deferred Maintenance	Scenario 6. No Funding
Average Yearly Budget	\$4,090,000	\$6,115,824	\$10,537,257	\$14,903,943	\$7,150,940	\$0
Total Budget for 5 Years	\$20,450,000	\$30,579,120	\$52,686,284	\$74,519,715	\$35,754,700	\$0
Current PCI	77	77	77	77	77	77
Current Backlog	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065
Current % in 'Good' condition	71.50%	71.50%	71.50%	71.50%	71.50%	71.50%
PCI after 5 years (change)	75 (-2)	77 (0)	82 (+5)	87 (+10)	78 (+1)	70 (-7)
Backlog after 5 years	\$46,732,406	\$36,071,136	\$20,363,078	\$1,090,991	\$31,709,185	\$60,156,996
% 'Good' in 5 years	71.2	76.9	90.2	98.5	77.8	60.2
% 'Fair' in 5 years	16.3	12.8	3.5	0.9	13.8	23.2
% 'Poor' in 5 years	11.3	9.4	5.4	0.4	7.6	15.3
% 'Very Poor' in 5 years	1.2	0.9	0.9	0.2	0.8	1.3

INTRODUCTION

Paved streets in the City of Pleasanton are among the many assets every resident, visitor, and business uses. A good street network enhances public safety, promotes mobility, and enables economic activity. The City is responsible for 209.34 centerline miles of roads or 507.51 lane miles³. This asset comprises 46.2 million square feet of asphalt concrete and is valued at \$306 million to replace.

The MTC P-TAP program selected AMS Consulting (AMS) as the City's Pavement Management Consultant. The program helps Local San Francisco Bay Area agencies update their pavement management program through inspection surveys and reporting. The program is designed to help agencies stretch their pavement expenditures by:

- Implementing, updating, and maintaining pavement management databases; and
- Providing updated pavement condition data of the network and each street segment.

What is a Pavement Management System (PMS)?

Pavement Management is the systematic process used to oversee the city's paved surfaces by measuring the condition and tracking the maintenance and rehabilitation of pavement sections. Area, zones, and functional classifications can organize these pavement sections. Effective pavement management strategies include condition assessment, life-cycle cost analysis, and budget projections to identify pavement segments needing maintenance or repair.

The City uses the MTC Pavement Management System, StreetSaver, to track and analyze the pavement condition and to develop the City's annual street maintenance/rehabilitation program. The StreetSaver system is an online program used by all 109 cities and counties in the San Francisco Bay Area region and over 300 other public and private organizations nationwide and internationally. The StreetSaver

³ Lane mile equals 5,280 linear feet multiplied by the number of lanes.

online program helps agencies and organizations make informed decisions about their pavement assets.

Please note that the pavement management software is a network-level support tool for planning and budgeting purposes. StreetSaver's recommendation does not bind the City and is not a substitute for sound engineering judgment. Pavement management projects can be manually added or removed from StreetSaver's recommended sections selected for treatment based on other special considerations.

Why is a Pavement Management System important?

The City's paved surfaces are a vital asset to the community. It is essential that this asset is preserved and maintained. The pavement management program balances pavement maintenance and rehabilitation of existing surfaces. The most cost-effective way to correct any paved surface problem is to address issues when they first appear. That is why funds are targeted to paved areas or sections rated in fair or good condition for preventative maintenance⁴. Without maintenance, these paved asphalt concrete surfaces would quickly deteriorate and be more expensive to fix in the future.

Scope

As part of the P-TAP Round 24 grant, AMS was responsible for inspecting Arterial, Collector, and Residential/Local streets. A Pavement Condition Index (PCI) score was assigned for each pavement section, which gives a numerical indication of the pavement's current condition.

The condition assessment results are used to determine the remaining useful life and develop ongoing major maintenance strategies. Cost analysis also provides the City with an understanding of its short-

⁴ Preventative maintenance is a planned activity, unlike pavement repair. Pavement repair is used to eliminate pavement distress such as a large pothole. Preventative maintenance is generally cyclic in nature and is intended to stop distresses before they occur.

term pavement needs. This information projects the annual costs for maintenance and rehabilitation⁵ to bring the overall network PCI to optimal conditions. Optimal conditions are when an agency has addressed all of its backlog needs. Backlog needs are defined as street segments identified in the needs assessment of the PMS requiring repair but not funded due to insufficient funding. Optimal conditions for the City of Pleasanton have a network PCI that ranges from 85 to 87.

⁵ Rehabilitation is pavement treatment to restore serviceability and extend the service life of the road. This may include partial recycling of the existing pavement or other work necessary to return an existing pavement to a condition of functional adequacy.

CURRENT STATE OF ROADS

Road Network⁶

The City's road network is classified into three functional classifications:

Arterial

These roadways provide high mobility while allowing direct access to abutting properties. These roadways serve major activity centers in an urban setting and have the highest volume and longest trip demand within a City. They interconnect other major corridors to accommodate trips entering and exiting the City. These roads also serve the need for "intra-area" travel between the business district and outlying Residential areas. An example of an Arterial in Pleasanton is Hopyard Rd.

Also, Arterials primarily serve intra-urban or Local travel, carrying traffic from Collector streets to and from other parts of the City and limited access roadways. Access to properties bordering these streets is subordinate to the primary function of moving traffic. The typical design speed on an Arterial is 45 miles per hour, and it has two to four lanes, except in the case of some principal Arterials, which have six lanes. Parking is generally not provided on Arterials.

Collector

The primary function of Collector Streets is a combination of access and mobility. These streets provide links between Local streets and Arterials. They are designed to serve neighborhood traffic rather than cross-town traffic, including trips between adjacent neighborhoods. The design speed for Collectors is typically 35 miles per hour. On-street parking is usually provided.

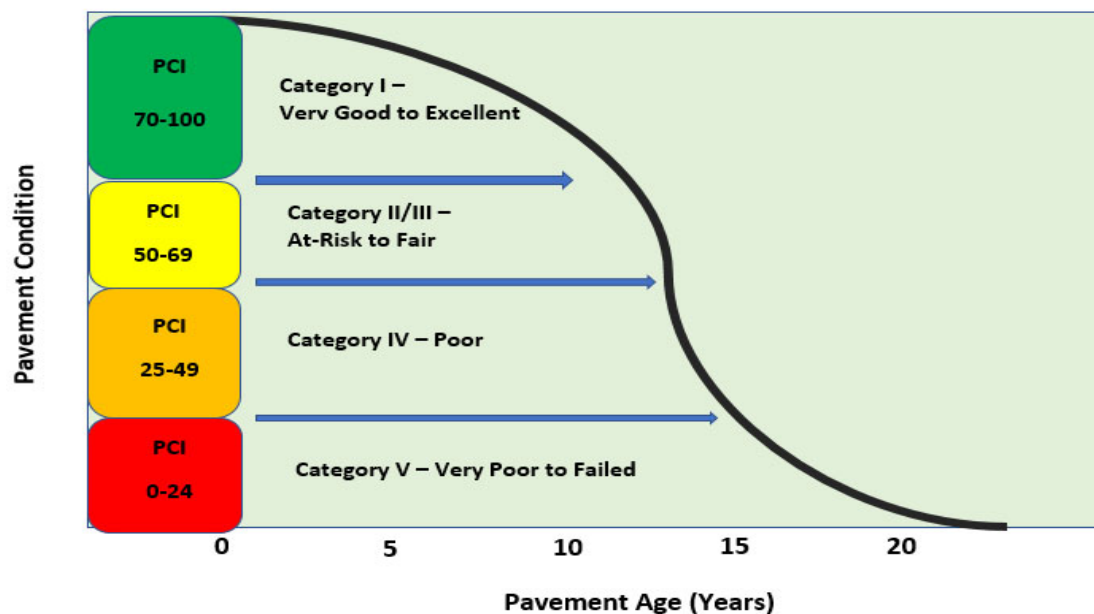
⁶ These roads are consistent with the City's General Plan.

Residential/Local

Unlike other categories, Local roads are not intended for long-distance travel except at the origin or destination end of a trip. These roads are typically classified by default after identifying Arterial and Collector streets. Local roads provide the highest level of accessibility and carry no through traffic movement. The primary function of local streets is access to adjacent land uses. Parking is usually offered along Local roads, and speed limits are typically 25 miles per hour.

Each street is not built the same and, therefore, does not share the same deterioration curves or have the same life expectancy. **Figure 1** exemplifies the City's current life expectancy for pavement. The useful life for an Arterial is much shorter than that of a Residential street due to the amount of traffic.

Figure 1. Pavement Life Expectancy



The City of Pleasanton owns and manages 209.34 centerline miles of pavement. **Table 1** is a summary of the City's road network.

Table 1. City Network Summary Statistics

Functional Classification	Total Sections	Total Center Miles	Total Lane Miles	Total Area (SF)	PCI
Arterial	95	28.62	116.39	10,053,533	70
Collector	289	72.99	175.55	16,502,206	77
Residential/Local	957	107.73	215.57	19,659,972	81
	1,341.00	209.34	507.51	46,215,711	

Pavement Condition Assessment

A pavement surface assessment is completed by identifying surface distresses within each pavement management section. Inspections entail evaluating a representative sample (10% of the area), identifying different pavement surface distresses (8 distress types), measuring severities (low, medium, and heavy), and quantifying them. **Figure 2** is an example of eight different surface distress types. Inspectors use StreetSaver as a tool to calculate the condition of each management section. StreetSaver is an industry-standard (modified ASTM 6433) software used to generate a pavement rating known as a PCI (Pavement Condition Index). A PCI rating is a numerical value between 0 and 100, with 0 being a failed road and 100 being a brand-new street (**Figure 3**). The PCI is calculated using the StreetSaver system algorithms that MTC developed.

Figure 2. Sample of Pavement Distress Types

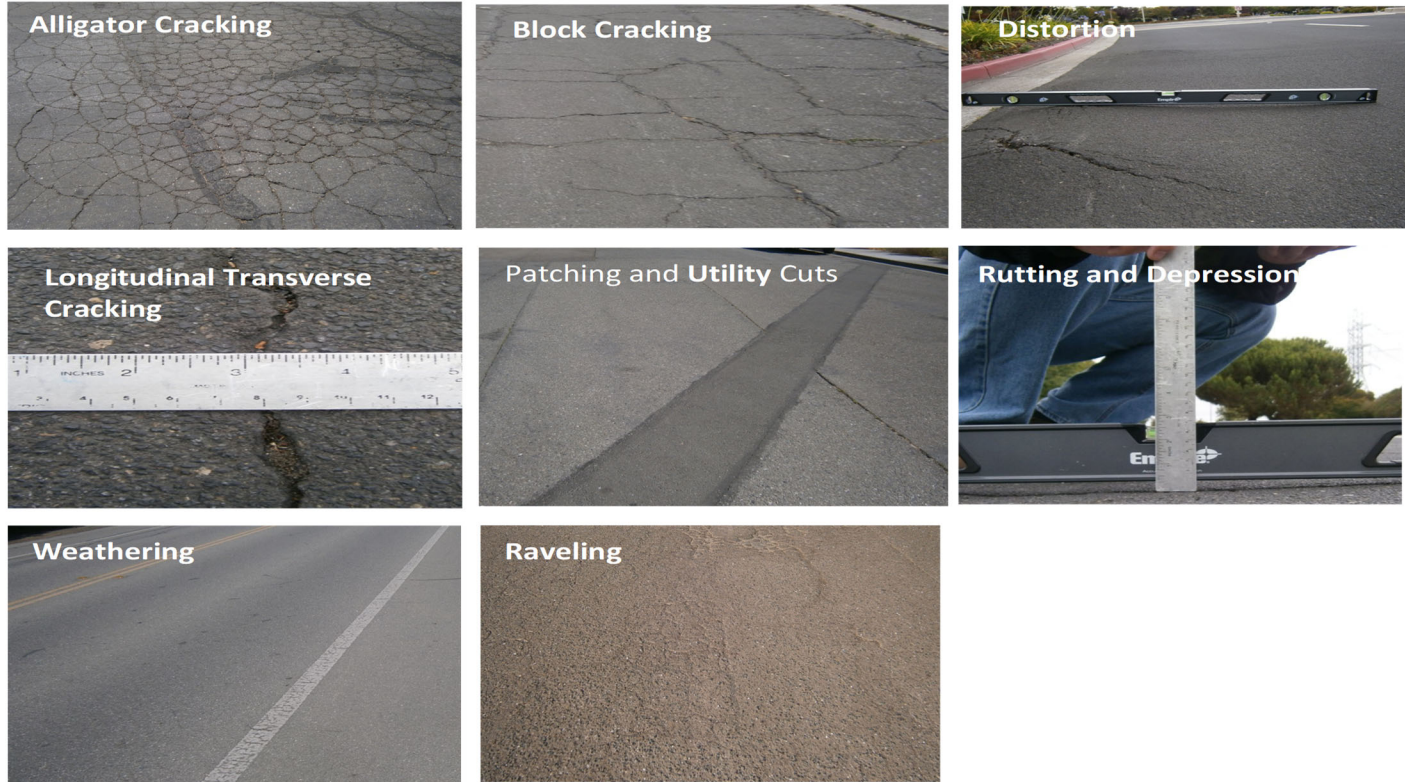
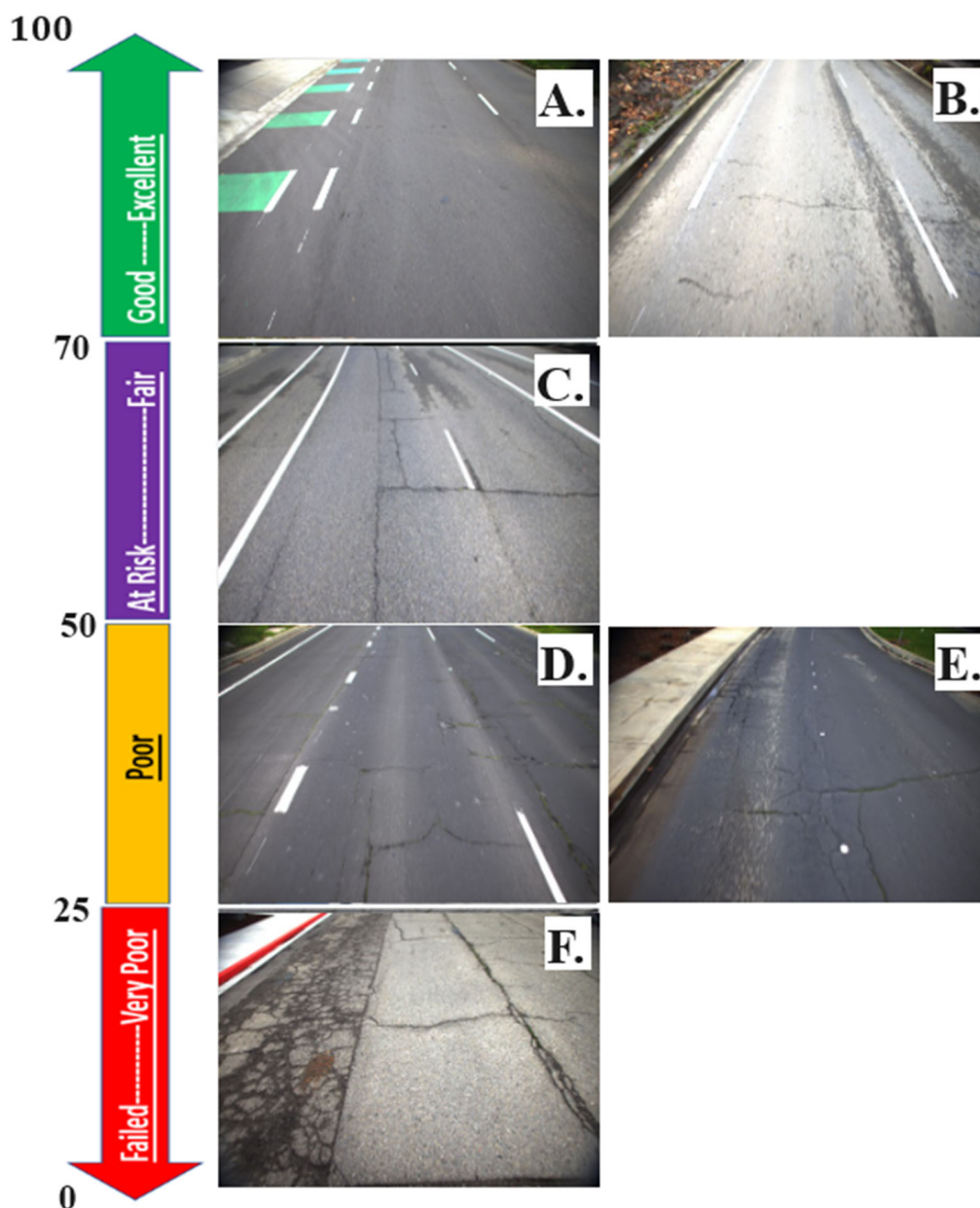


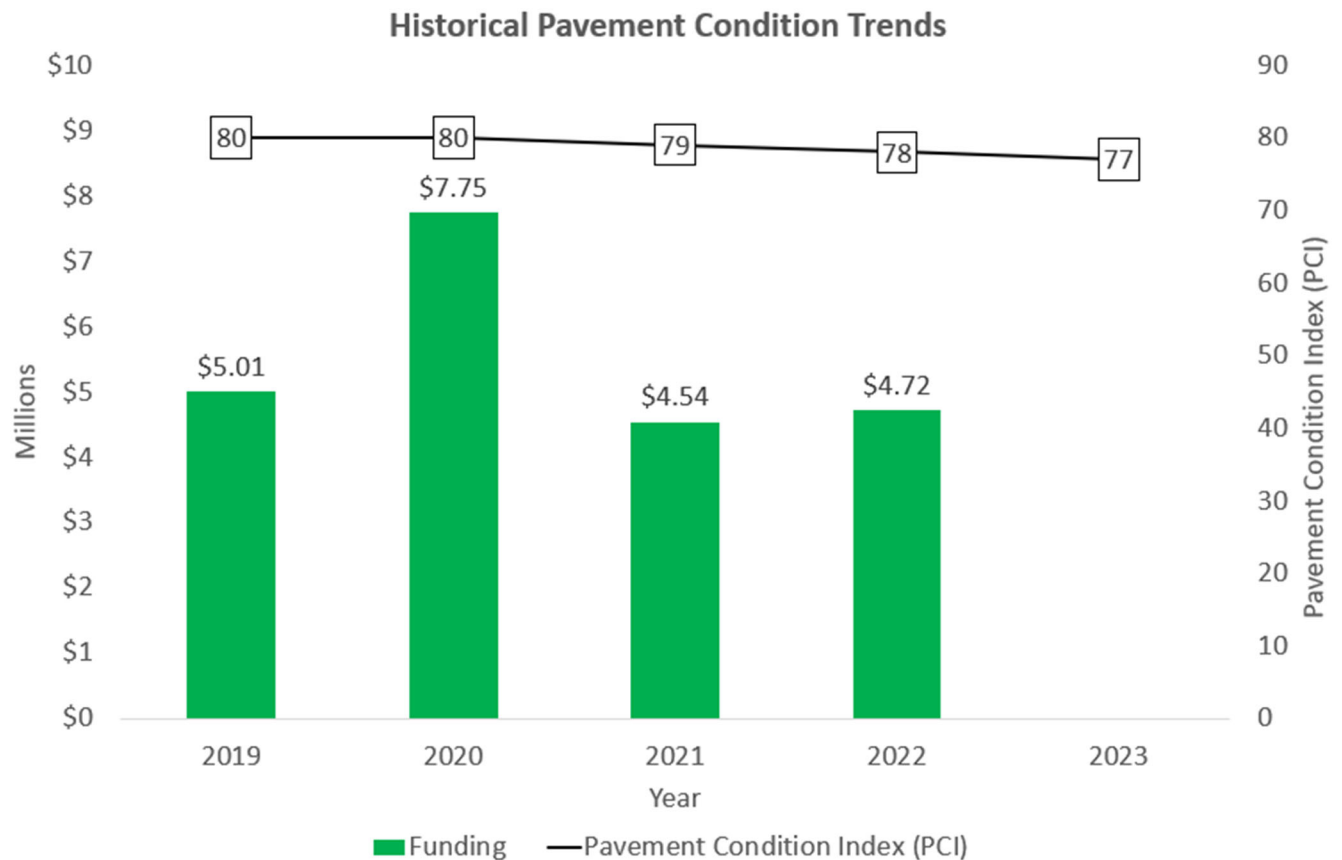
Figure 3. Sample of PCI Condition Categories



Historical Pavement Condition Trends

Figure 4. shows the network pavement condition and annual expenditures over the last five years. Results demonstrate that the overall network PCI has been trending downwards. The PCI decrease is due to rising construction costs and state and federal mandates that require agencies to update ADA curb ramps when pavements have been altered. Certain types of resurfacing treatments are considered an alteration: Mill and Overlay, Hot In-Place Recycling, Microsurfacing/Thin Lift Overlay, Addition of a New Layer of Asphalt, Asphalt and Concrete of Rehabilitation and Reconstruction, and New Construction⁷.

Figure 4. Historical Pavement Condition Trends (2023)



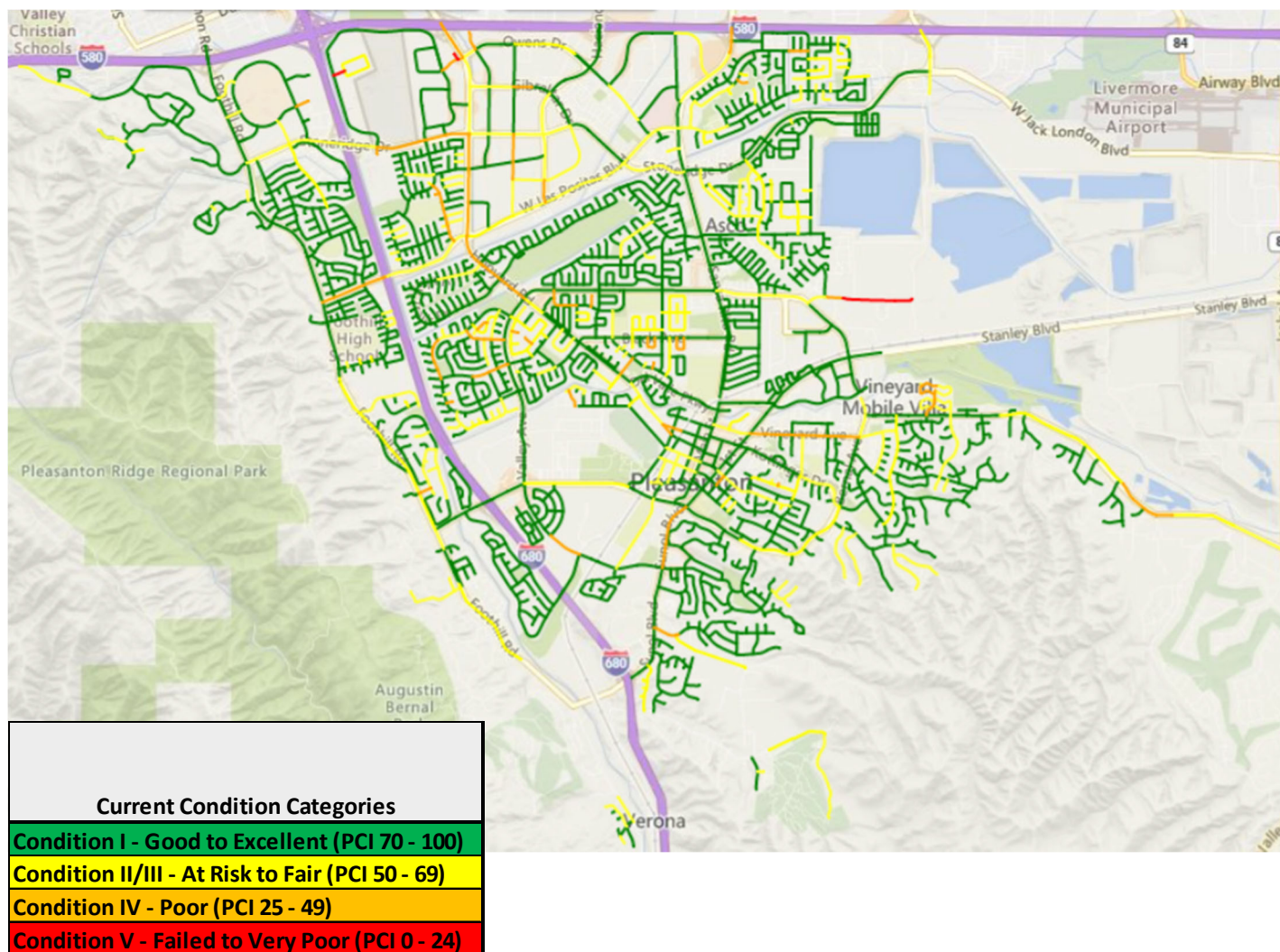
⁷ <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lpp/lpp16-04.pdf>

Pavement Condition Index (PCI)

After the 2023 pavement management update and recent pavement projects, the City's overall network PCI is 77 PCI. The overall network condition is a weighted average PCI equal to each management section PCI multiplied by its area and divided by the network's total area.

Figure 5 is a street-by-street map of the Pavement Condition Index.

Figure 5. Street-by-Street Map of Pavement Condition Index (2023)



Local PCI Comparison

Figure 6 is a PCI comparison with Local agencies in Alameda County. Results for network PCIs were obtained from the MTC Vital Signs website. MTC results show that the City's overall network PCI is 10 points above the San Francisco Bay Area average PCI.

Figure 6. Local Agency PCI Comparison

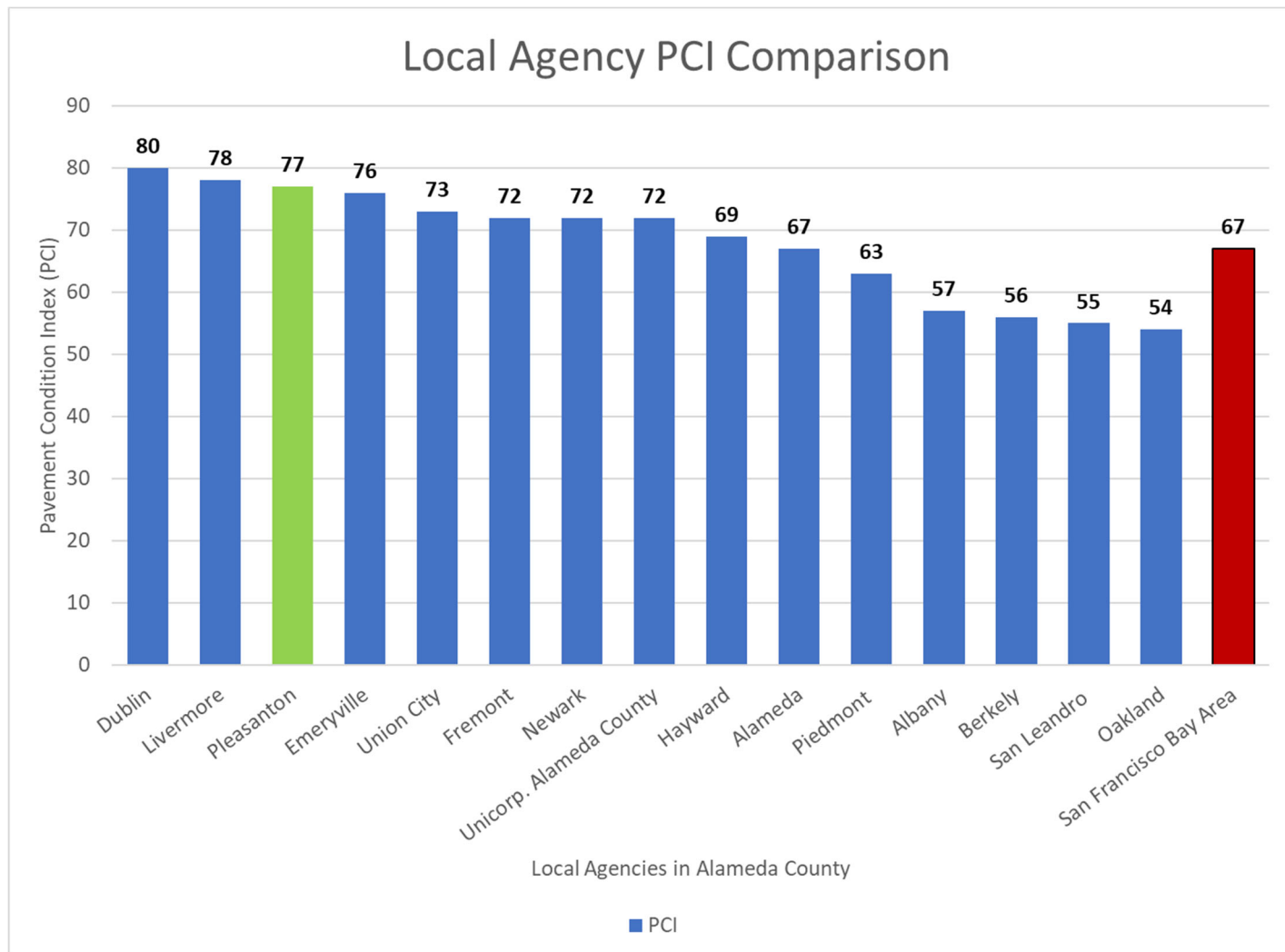


Table 2 shows the City’s current road network pavement condition categories. Approximately 71.5% of the City’s road network has a PCI of 70 or better.

Table 2. Current Pavement Condition Categories

Current Condition Categories	Current
Condition I - Good to Excellent (PCI 70 - 100)	71.5%
Condition II/III - At Risk to Fair (PCI 50 - 69)	23.0%
Condition IV - Poor (PCI 25 - 49)	5.4%
Condition V - Failed to Very Poor (PCI 0 - 24)	0.1%

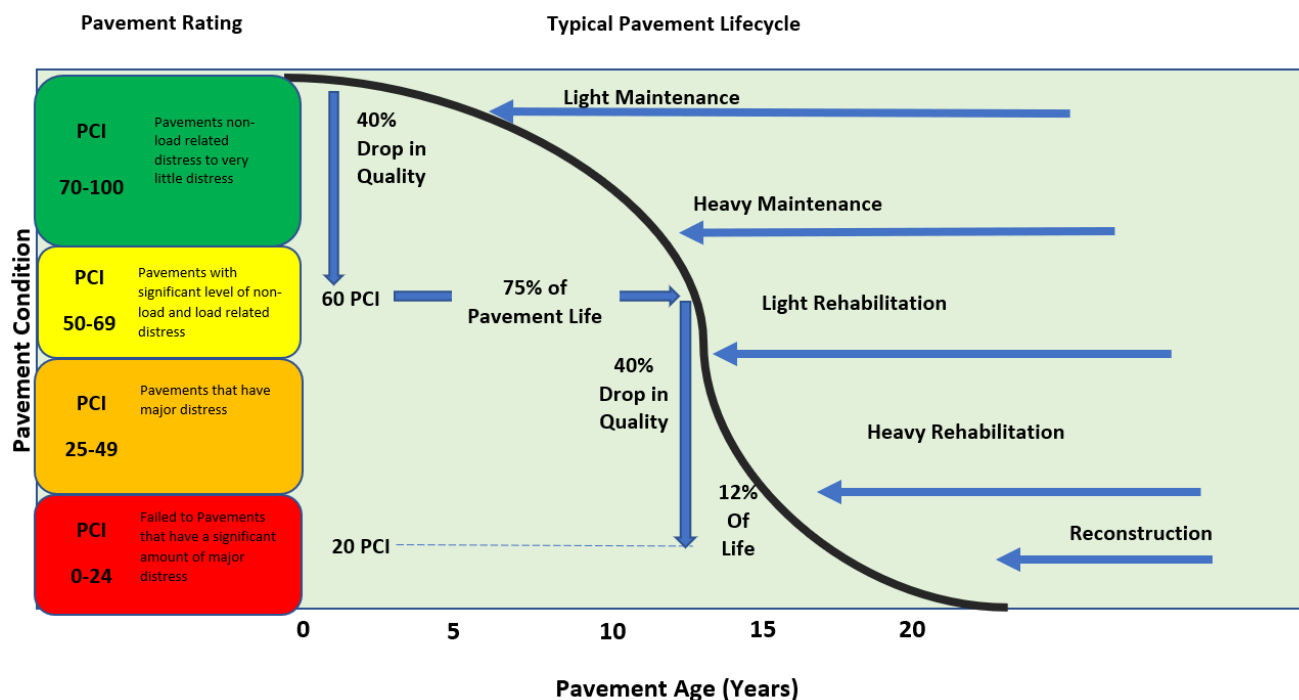
Maintenance and Rehabilitation Strategies

The City’s current maintenance activities vary from project to project; each maintenance activity is based on the section’s functional classification (Arterial, Collector, and Residential), surface type, and PCI. **Figure 7** illustrates a general pavement life cycle curve. The curve shows that pavements deteriorate only 40 percent in quality in the first 75 percent of their life; this deterioration subsequently accelerates rapidly, resulting in another 40 percent drop in quality in the next 12 percent of life. Therefore, investing in preventative maintenance in streets classified as “Good Condition” (70 and above) can save the city a significant amount of money in rehabilitation and reconstruction⁸ costs in the future. Depending on the condition of the existing street, the appropriate roadway rehabilitation treatment method will be selected to regain strength to the existing pavement. Types of pavement rehabilitation are described below. MTC recommends that the City continue its preventative maintenance efforts to utilize the recommended cost-effective treatments such as crack and slurry seals. City staff has reviewed the maintenance strategies, and AMS has updated the StreetSaver pavement management system. Part of the update was to review and revise the system unit costs. These unit costs are used to calculate total funding and budget need calculation. These

⁸ Reconstruction is equivalent to a new pavement structure where it involves removal and replacement of the existing pavement structure.

unit costs are “total project construction costs” that include but are not limited to construction, third-party testing & inspection, tree trimming, striping, and traffic loop/camera detector installation.

Figure 7. Standard Deterioration Curve



Below are the treatments for the City’s maintenance strategies:

Seal Crack Treatment⁹- Preventative Maintenance Treatment

Surface Cracks are inevitable distresses and are one of the first signs of distress at the pavement surface. If neglected over time, this distress can grow into a heavy crack and possibly a pothole if left untreated. Crack Sealing is a cost-effective treatment for cracks greater than 1/8". This treatment slows the deterioration and can extend pavement life by three to five years. This treatment is triggered every five years for Arterials and every four years for Collectors and Residential streets.

⁹ https://roadresource.org/treatment_resources/crack_seal

Slurry Seals¹⁰- Preventative Maintenance Treatment

A slurry seal is a surface treatment with mixtures containing asphalt emulsion, graded aggregates, fillers, water, and other additives to control the break and set time of the mixes. These treatments are designed to extend the life of asphalt pavements in good condition by providing skid resistance, restricting moisture intrusion, protecting the structure from further oxidation and raveling, and restoring a uniform black appearance. The slurry seal provides quick construction times and minimal disruption to the traveling public and can extend the life of the pavement by five to seven years. The City addresses load-related distress before applying a slurry seal. The City's maintenance strategy for slurry seal and slurry seal with base failure repair is triggered to occur every eight years. Arterial, Collectors, and Residential streets have a maximum of two (2) slurry seals before the system recommends a restoration treatment that warrants an AC Overlay with Fabric (1.5").

AC Overlay - Rehabilitation Treatment

Also known as "Mill and Fill," this treatment targets pavement at risk to fair condition without signs of load-related distress. The treatment generally involves grinding the edges of existing pavement and placing a new layer of asphalt concrete (AC) on top of the existing pavement. Asphalt concrete, or Hot Mix Asphalt (HMA), is a mixture of asphalt oil, crushed rock, gravel, and sand.

AC Overlay with Pavement Fabric - Rehabilitation Treatment

This treatment targets streets in fair to good condition with signs of load-related distress. The treatment generally involves grinding the edges of the existing pavement and placing a layer of paving mat/fabric on it before applying a new surface course of asphalt concrete over the top of the existing pavement. A paving mat is an engineered pavement interlayer to create a moisture-resistant barrier and retard reflective cracking, which helps prolong the pavement service life.

¹⁰ https://roadresource.org/treatment_resources/slurry_seal

Mill and AC Overlay/ AC Overlay with SAMI - Rehabilitation Treatment

This treatment targets streets in at-risk to fair condition with signs of load-related distresses with necessary profile grade adjustment. The treatment consists of cold milling (also known as cold plane/grinding) the existing surface to a pre-determined depth with specialized milling equipment to provide properly required grades. A new layer of asphalt concrete is then placed after the completion of the milling operation.

SAMI stands for Stress Absorbing Membrane Interlayer (SAMI). This interlayer provides increased flexibility and reduces the likelihood of surface reflective cracking.

AC Overlay with Rubberized Chip Seal - Rehabilitation Treatment

This treatment targets streets in poor conditions that need to be rehabilitated. This construction method involves grinding the edges of the existing pavement, placing a 3/8" layer of asphalt-rubber binder and aggregate pre-coated with paving asphalt (called rubberized chip seal), and then placing a new surface course of 1.5" to 1.75" thick of asphalt concrete over the newly established chip seal layer.

Cold-in-Place Recycling (CIPR) ¹¹- Rehabilitation Treatment

CIPR is a cost-effective, long-lasting, greener alternative to conventional maintenance and rehabilitation techniques. Cold In-place Recycling (CIR) is a process that cold mills and recycles the top 2-5 inches of asphalt using a continuous train operation. By reusing existing material, CIR significantly reduces trucking, time, and natural resources to substantially lower project costs. Generally, any road candidate for mill & fill is a candidate for CIR. This treatment adds fifteen to twenty years of service life with a combined appropriate wearing course. This treatment is typically 20%-50% less expensive than conventional maintenance and reconstruction methods. Still, it requires a lot of upfront coordination with various utility agencies to ensure that no utility facilities are within the 2-5 inches of existing asphalt that will be milled.

¹¹ https://roadresource.org/treatment_resources/cold_in_place_recycling

Full-Depth-Reclamation (FDR)¹² – Deep Rehabilitation

FDR is a cost-effective, long-lasting, greener alternative to deep rehabilitation or removal and replacement techniques. Full Depth Reclamation (FDR) is an engineered rehabilitation technique. The entire thickness of the asphalt pavement and a predetermined portion of the underlying materials (base, subbase, and subgrade) is uniformly pulverized and blended to provide an upgraded, homogeneous material. The reclaimed materials may be improved and strengthened by using Mechanical, Chemical, or Bituminous stabilization. FDR isn't only for roads in poor condition; it is also a viable design process for increasing pavement's structural capacity in good condition but requires a lot of upfront coordination with various utility agencies to ensure that there are no utility facilities within the existing asphalt and underlying materials that will be pulverized.

Reconstruction

Pavement reconstruction is a treatment that is needed when a road has reached the end of its design life, or the pavement has severe cross-section deficiencies due to traffic or environmental factors. These roads typically have a PCI of 25 and below; reconstruction is required to restore the service life. Reconstruction is equivalent to a new pavement that involves rebuilding the pavement layers from the ground up to replace the pavement. This treatment is the most expensive compared to the other treatments in the maintenance strategy.

¹² https://roadresource.org/treatment_resources/full_depth_reclamation

Table 3 shows the City's current maintenance strategies for Arterial, Collector, and Residential streets, with Arterial roads having the highest priority, followed by Collector and then Residential. Arterial streets have the highest priority due to the high traffic volume.

Table 3. Maintenance Strategies for Arterial, Collector, and Residential Streets.

Functional Class	Surface Type	PCI Range	Condition Category	Treatment Type	Treatment	Cost /Square Yard	Years between Crack Seal	Years between Surface Seals	# of Surface Seals before Overlay
Arterial	AC	70 - 100	Condition I - Good to Excellent	Crack Treatment	SEAL CRACKS	\$0.46	5		
		70 - 100	Condition I - Good to Excellent	Surface Treatment	SLURRY SEAL	\$5.70		8	
		70 - 100	Condition I - Good to Excellent	Restoration Treatment	AC OVERLAY 1.5"	\$25.42			2
		50 - 69	Condition II/III - At Risk to Fair (Non-Load Related)		AC OVERLAY W FABRIC 1.75 IN	\$26.04			
		50 - 69	Condition II/III - At Risk to Fair(Load Related)		OVERLAY W FABRIC	\$28.52			
		25 - 49	Condition IV - Poor		OVERLAY with SAMI	\$40.57			
		0 - 25	Condition V - Failed to Very Poor		RECONSTRUCT SURFACE AC	\$99.14			
Collector	AC	70 - 100	Condition I - Good to Excellent	Crack Treatment	SEAL CRACKS	\$0.46	4		
		70 - 100	Condition I - Good to Excellent	Surface Treatment	SLURRY SEAL	\$5.70		8	
		70 - 100	Condition I - Good to Excellent	Restoration Treatment	AC OVERLAY 1.5"	\$23.56			2
		50 - 69	Condition II/III - At Risk to Fair (Non-Load Related)		AC OVERLAY 1.75 INCHES	\$24.80			
		50 - 69	Condition II/III - At Risk to Fair(Load Related)		OVERLAY 1.75" W/FABRIC	\$26.11			
		25 - 49	Condition IV - Poor		OVERLAY with SAMI	\$36.71			
		0 - 25	Condition V - Failed to Very Poor		RECONSTRUCT STRUCTURE AC	\$63.10			
Residential	AC	70 - 100	Condition I - Good to Excellent	Crack Treatment	SEAL CRACKS	\$0.46	3		
		70 - 100	Condition I - Good to Excellent	Surface Treatment	SLURRY SEAL	\$5.70		8	
		70 - 100	Condition I - Good to Excellent	Restoration Treatment	AC OVERLAY 1.5"	\$23.56			2
		50 - 69	Condition II/III - At Risk to Fair (Non-Load Related)		AC OVERLAY 1.75 INCHES	\$24.18			
		50 - 69	Condition II/III - At Risk to Fair(Load Related)		AC OVERLAY W FABRIC 1.75 IN	\$25.42			
		25 - 49	Condition IV - Poor		OVERLAY with SAMI	\$36.71			
		0 - 25	Condition V - Failed to Very Poor		RECONSTRUCT STRUCTURE AC	\$60.96			

Pavement Needs for Optimal PCI

The pavement management program develops a maintenance strategy to improve the road network's overall condition to an optimal PCI (85-87 PCI range). The overall weighted average PCI is 77 PCI, which is within the "Good Category." This scenario answers the most common question, "If the City had all the money in the world, what would it cost to update the road network?" **Table 4** below represents the 5-year breakdown to get the road network into optimal conditions and address the backlog. Currently, the City's backlog is approximately \$31.7 million. The backlog is derived from the work scheduled in prior years but deferred due to insufficient funding resources. Please note that the cost of the needs has been front-loaded. The front-loaded costs are due to the pavement management system's need to bring the entire pavement network to optimal conditions and maintain those

conditions for the next five years. To keep the PCI at optimal levels, the City must spend approximately \$74.5 million by the end of 2028. The pavement management software is more cost-effective to repair the street in the first year rather than waiting to fix it in the subsequent years. Generally speaking, roads appear to be in good condition for a long time; however, when roads fail, they fail quickly, and repair costs can increase if the recommended maintenance treatments are deferred. Should the City not invest in maintenance or rehabilitation treatments on streets for the next five years, the overall network PCI will decrease to 70.

Table 4. 5-Year Needs Breakdown for Optimal PCI¹³

City Needs					
Year	PM	Rehab Cost	Total	PCI Treated	PCI Untreated
2024	\$6,914,840	\$24,794,225	\$31,709,065	86	77
2025	\$2,766,890	\$9,920,202	\$12,687,092	86	76
2026	\$795,536	\$7,568,442	\$8,363,978	86	74
2027	\$2,257,720	\$7,228,645	\$9,486,365	86	72
2028	\$2,663,845	\$9,609,373	\$12,273,218	87	70
	\$15,398,831	\$59,120,887	\$74,519,718		

¹³ The results of the budget needs analysis use a 3% interest and inflation factor. These costs are in today's dollars, using pre-Covid unit costs and accounts for annual 3% interest and inflation.

BUDGET SCENARIOS

After inspecting the City's roadway conditions and evaluating the maintenance and rehabilitation needs, the next step in developing a cost-effective maintenance and rehabilitation strategy is to run "what-if" scenarios. The advantage of a pavement management program such as StreetSaver is the ability to forecast the treatments and conditions based on budget constraints or predict future costs based on targeted network PCI goals. The following scenarios have been analyzed:

Scenario 1 – Current Budget

- Average funding of \$4.1M per year for maintenance and rehabilitation.
- PCI decreases to 75 at the end of five years.
- Backlog increases from \$31.7M to \$46.7M at the end of five years.
- 71.2% of City streets will have a PCI equal to or greater than 70.

Scenario 2 – Constant PCI

- Average funding of \$6.1M per year for maintenance and rehabilitation.
- PCI remains constant at 77 at the end of five years.
- Backlog INcreases from \$31.7M to \$36.1M at the end of five years.
- 75.2% of City streets will have a PCI equal to or greater than 70.

Scenario 3 – Plus 5 PCI Increase

- Average funding of \$10.5M per year for maintenance and rehabilitation.
- PCI increases to 82 PCI at the end of five years.
- Backlog decreases from \$31.7M to \$20.4M at the end of five years.
- 88.9% of City streets will have a PCI equal to or greater than 70.

Scenario 4 – Unconstrained Funding

- Average funding of \$14.9M per year on maintenance and rehabilitation.
- PCI will increase to 87 at the end of five years.
- Backlog decreases from \$31.7M to \$1.1M at the end of five years.
- 98.5% of City streets will have a PCI equal to or greater than 70.

Scenario 5 – Constant Deferred Maintenance

- Average funding of \$7.2M per year on maintenance and rehabilitation.
- PCI increases to 78 at the end of five years.
- Backlog remains constant at \$31.7M at the end of five years.
- 77.8% of City streets will have a PCI equal to or greater than 70.

Scenario 6 – No Funding

- Average funding of \$0 per year on maintenance and rehabilitation.
- PCI decreases to 70 at the end of five years.
- Backlog increases from \$31.7M to \$60.2M at the end of five years.
- 60.2% of City streets will have a PCI equal to or greater than 70.

Table 5. Scenario Summary

	Scenario 1. Current Budget	Scenario 2. Constant PCI	Scenario 3. Plus 5 PCI Increase	Scenario 4. Unconstrained Funding	Scenario 5. Constant Deferred Maintenance	Scenario 6. No Funding
Average Yearly Budget	\$4,090,000	\$6,115,824	\$10,537,257	\$14,903,943	\$7,150,940	\$0
Total Budget for 5 Years	\$20,450,000	\$30,579,120	\$52,686,284	\$74,519,715	\$35,754,700	\$0
Current PCI	77	77	77	77	77	77
Current Backlog	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065	\$31,709,065
Current % in 'Good' condition	71.50%	71.50%	71.50%	71.50%	71.50%	71.50%
PCI after 5 years (change)	75 (-2)	77 (0)	82 (+5)	87 (+10)	78 (+1)	70 (-7)
Backlog after 5 years	\$46,732,406	\$36,071,136	\$20,363,078	\$1,090,991	\$31,709,185	\$60,156,996
% 'Good' in 5 years	71.2	76.9	90.2	98.5	77.8	60.2
% 'Fair' in 5 years	16.3	12.8	3.5	0.9	13.8	23.2
% 'Poor' in 5 years	11.3	9.4	5.4	0.4	7.6	15.3
% 'Very Poor' in 5 years	1.2	0.9	0.9	0.2	0.8	1.3

Scenario 1 – Current Budget

The City's current budget is approximately \$4.1 million annually or \$20.5 million at the end of five years. Implementing this budget scenario (**Figure 8, Table 6**) shows that the PCI will decrease to 75 by the end of 2028, while the backlog will increase to \$46.7 million.

Figure 8. Scenario 1. Current Budget PCI and Backlog

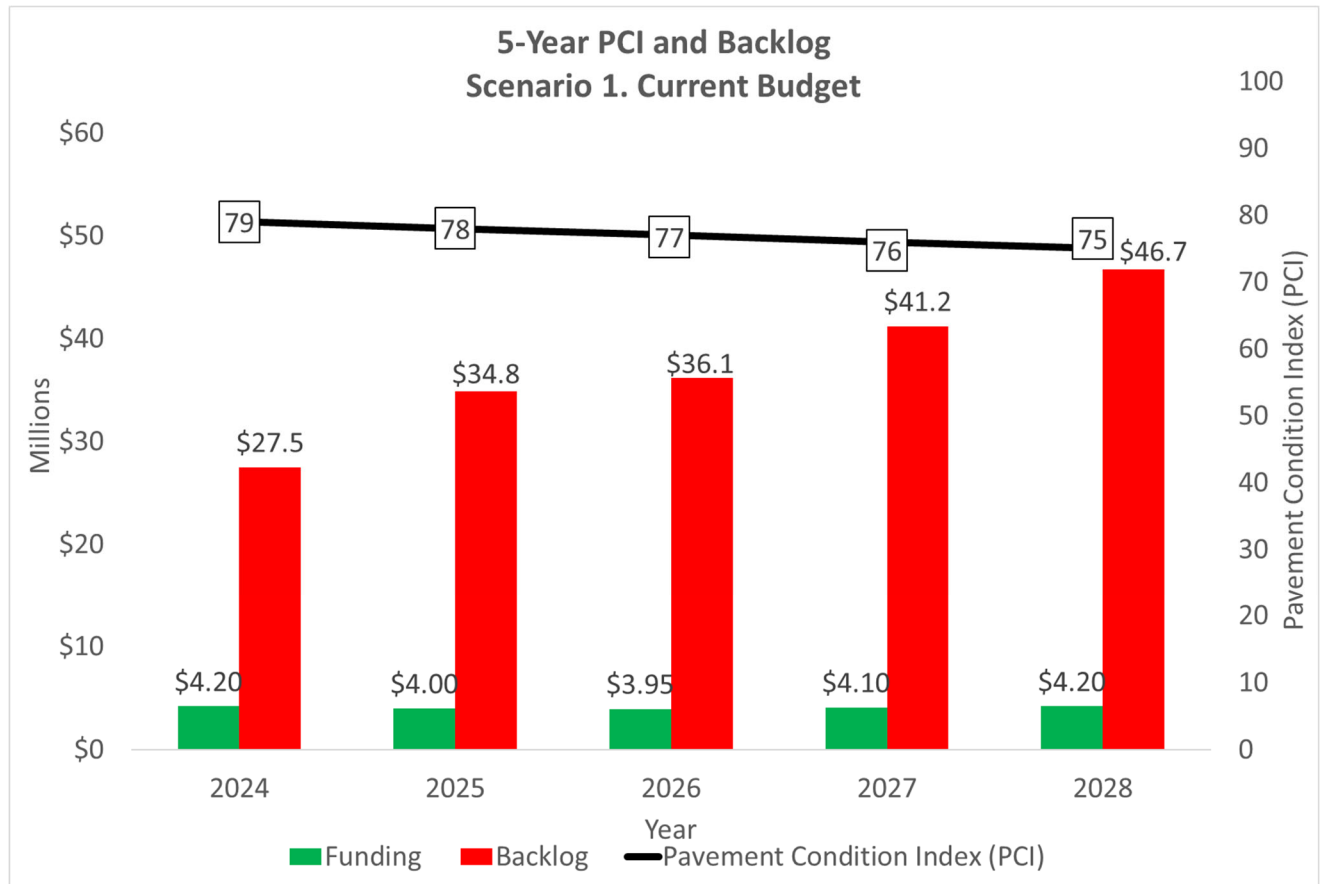


Table 6. Scenario 1. Current Budget Summary

Scenario 1. Current Budget			
Year	Budget	Backlog	PCI
2024	\$4,200,000	\$27,509,526	79
2025	\$4,000,000	\$34,834,776	78
2026	\$3,950,000	\$36,145,690	77
2027	\$4,100,000	\$41,212,701	76
2028	\$4,200,000	\$46,732,406	75

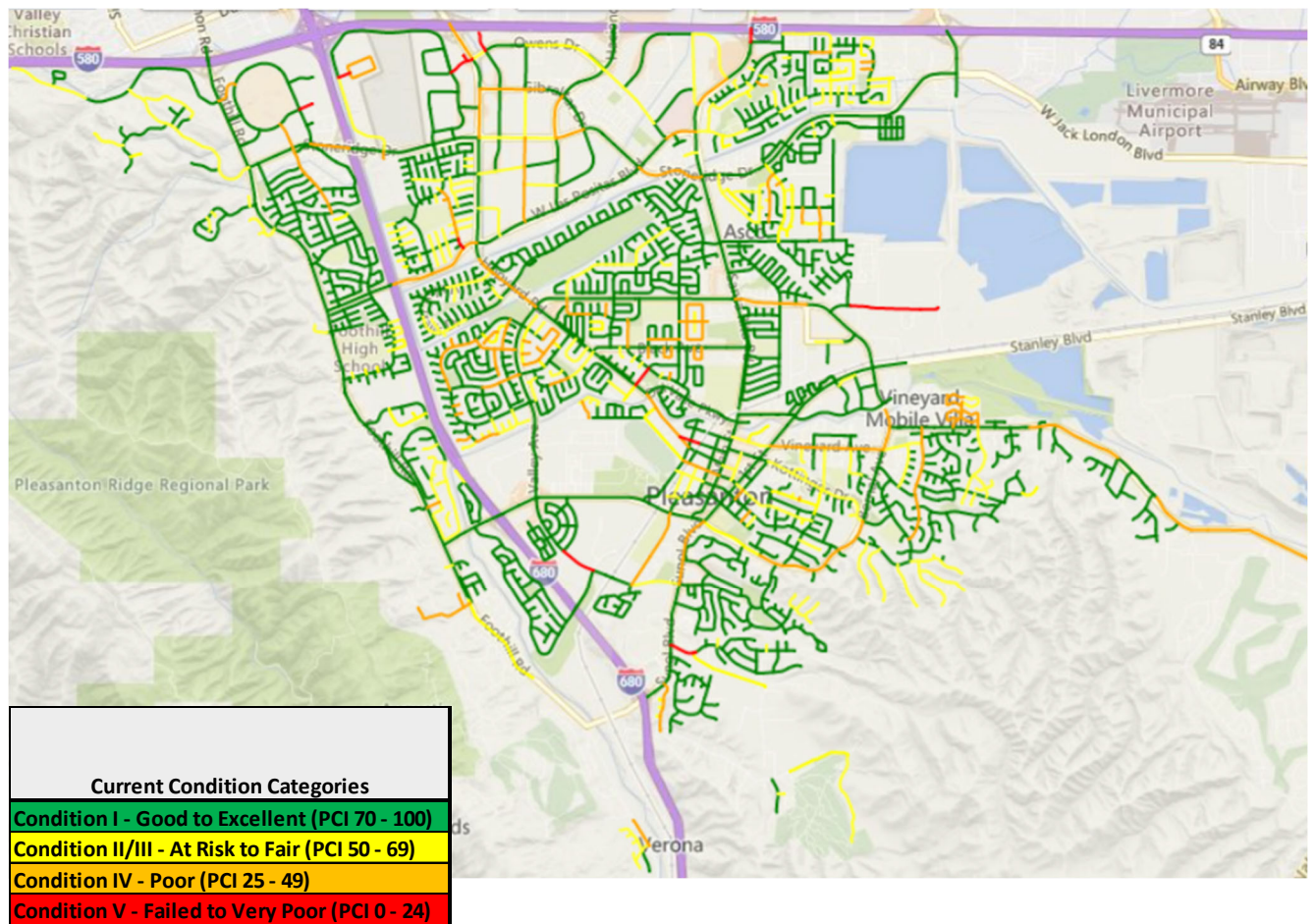
Approximately 71.2% (**Table 7**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 7. Scenario 1. Current Budget - 2028 Condition Category Summary

	Scenario 1. Current Budget	% Change at the end of 5 years
% 'Good' in 5 years	71.2	-0.3
% 'Fair' in 5 years	16.3	-6.7
% 'Poor' in 5 years	11.3	5.9
% 'Very Poor' in 5 years	1.2	1.1

Figure 9 is a projected PCI map for 2028 if the “Current Budget” is implemented.

Figure 9. Scenario 1. Current Budget PCI Map - 2028 Condition Category Summary



Scenario 2 – Constant PCI

This scenario (**Figure 10, Table 8**) analyzes the cost to sustain the overall network PCI at 77. Results show that it would cost approximately \$6.1 million annually or \$30.6 million for five years. This iteration indicates that the backlog will increase to \$36.1 million by the end of the year 2028.

Figure 10. Scenario 2. Constant PCI and Backlog

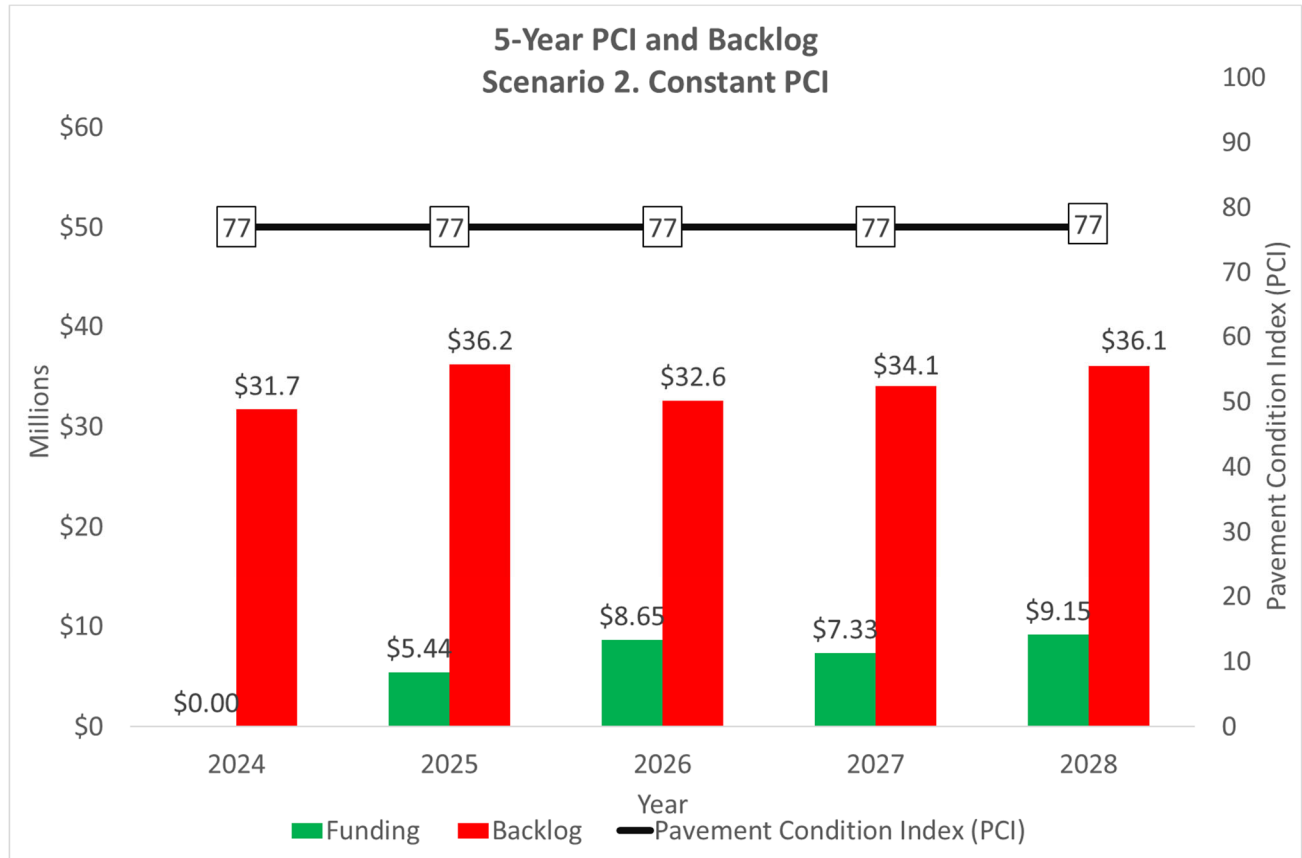


Table 8. Scenario 2. Constant PCI Summary

Scenario 2. Constant PCI			
Year	Budget	Backlog	PCI
2024	\$0	\$31,709,065	77
2025	\$5,440,514	\$36,220,587	77
2026	\$8,653,353	\$32,613,096	77
2027	\$7,331,429	\$34,071,136	77
2028	\$9,153,824	\$36,071,136	77

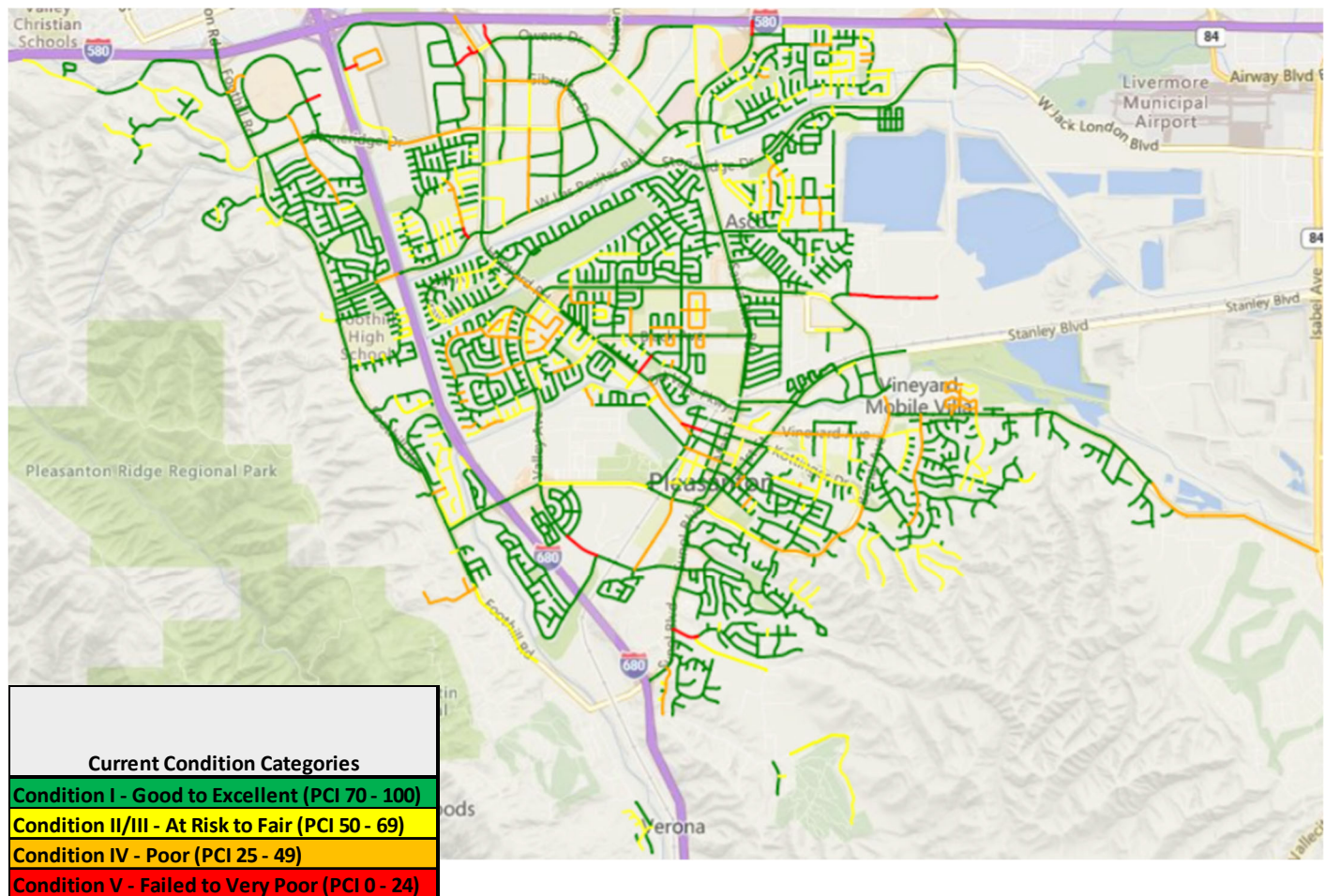
Approximately 75.2% (**Table 9**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 9. Scenario 2. Constant PCI - 2028 Condition Category Summary

	Scenario 2. Constant PCI	% Change at the end of 5 years
% 'Good' in 5 years	75.2	3.7
% 'Fair' in 5 years	14.9	-8.1
% 'Poor' in 5 years	9	3.6
% 'Very Poor' in 5 years	0.9	0.8

Figure 11 is a projected PCI map 2028 if the “Constant PCI” scenario is implemented.

Figure 11. Scenario 2. Constant PCI Map - 2028 Condition Category Summary



Scenario 3 – Plus 5 PCI Increase

Figure 12, Table 10 represents the costs and impacts of increasing the overall network by 5 points (82 PCI). Implementing this scenario would cost approximately \$10.5 million annually or about \$52.7 million by the end of five years. In addition, this scenario decreases the backlog to \$20.4 million at the end of the five years.

Figure 12. Scenario 3. Plus 5 PCI Increase and Backlog

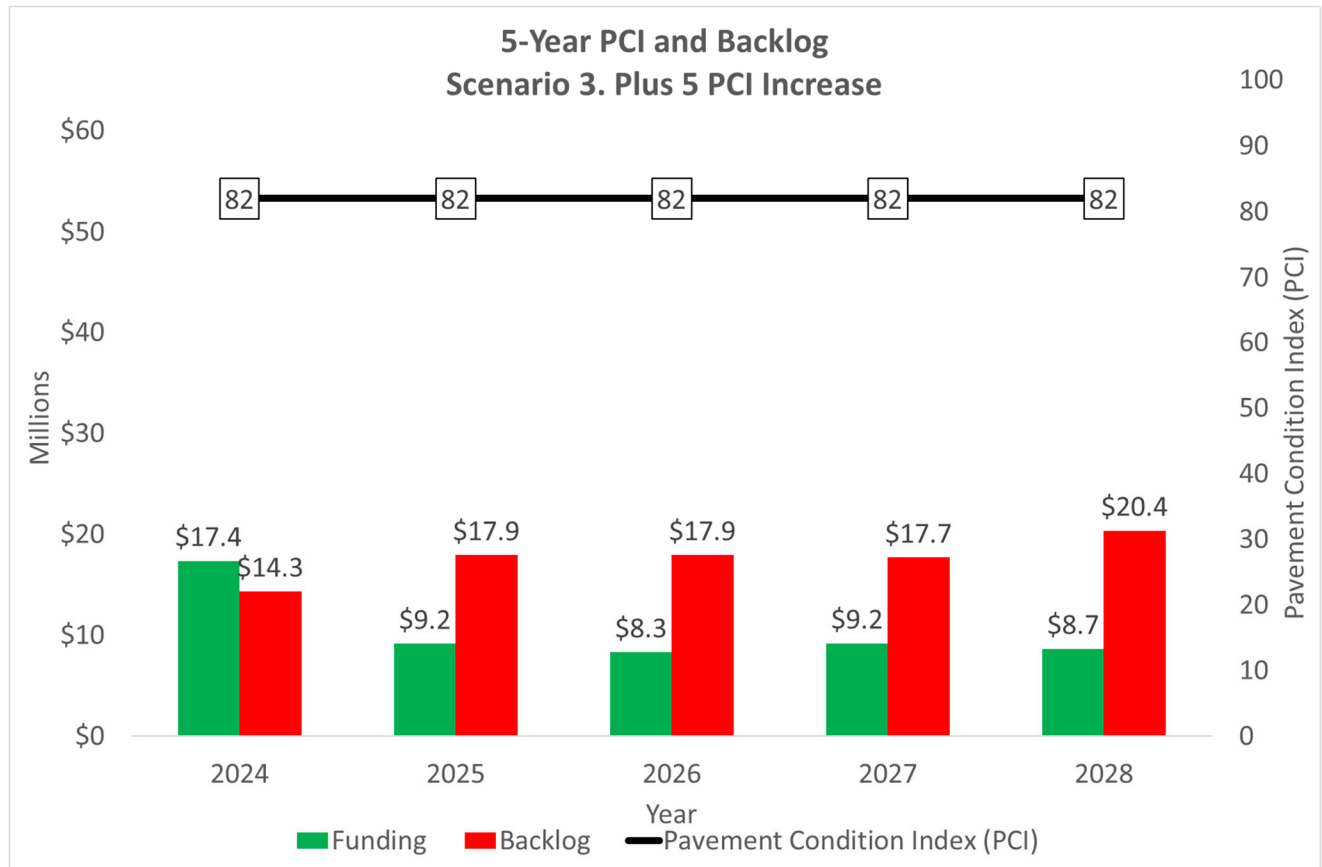


Table 10. Scenario 3. Plus 5 PCI Increase Summary

Scenario 3. Plus 5 PCI Increase			
Year	Budget	Backlog	PCI
2024	\$17,369,507	\$14,340,181	82
2025	\$9,154,646	\$17,934,766	82
2026	\$8,314,112	\$17,939,166	82
2027	\$9,187,899	\$17,693,598	82
2028	\$8,660,120	\$20,363,078	82

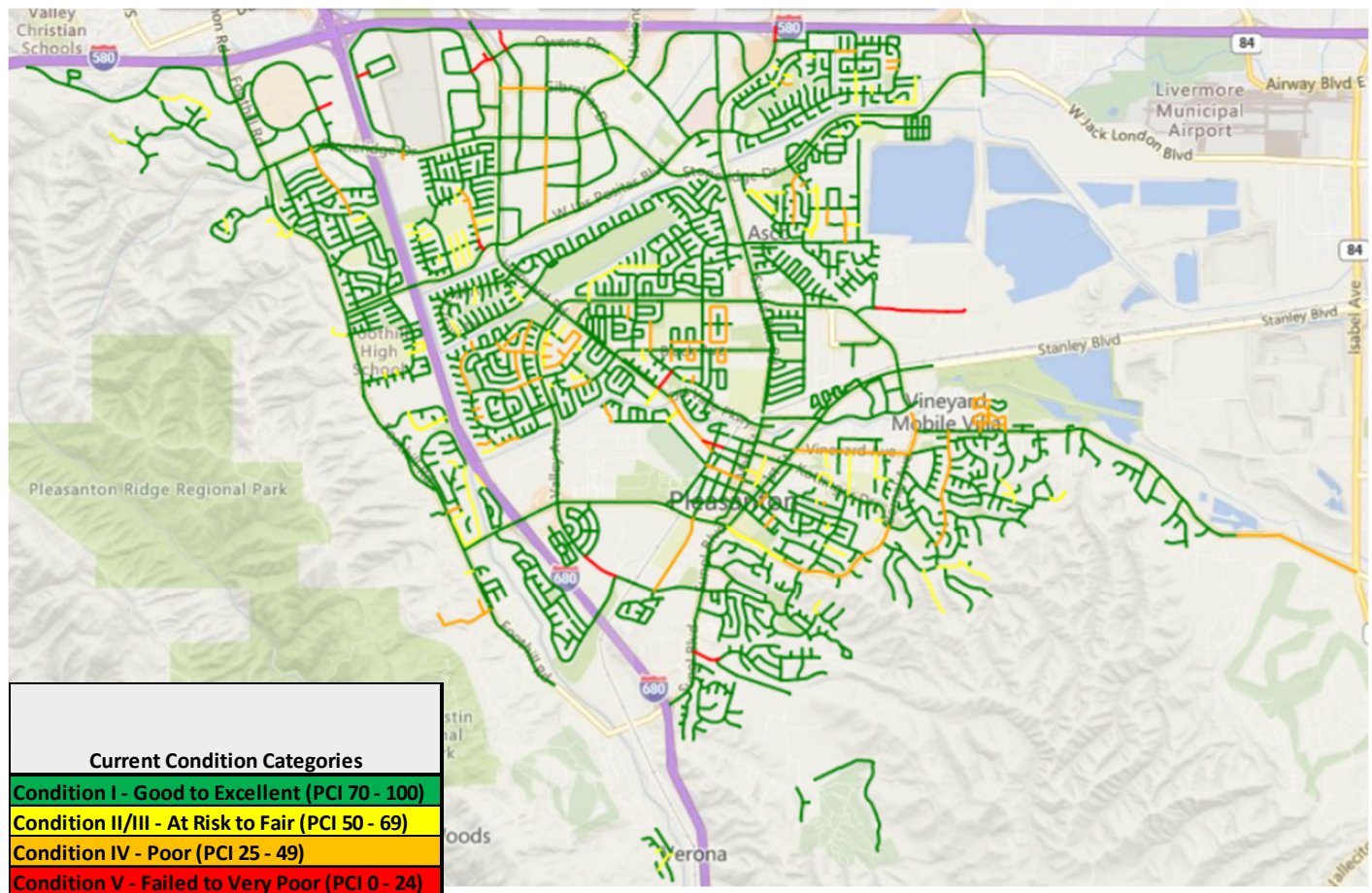
Approximately 88.9% (**Table 11**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 11. Scenario 3. Plus 5 PCI Increase - 2028 Condition Category Summary

	Scenario 3. Plus 5 PCI Increase	% Change at the end of 5 years
% 'Good' in 5 years	88.9	17.4
% 'Fair' in 5 years	4.3	-18.7
% 'Poor' in 5 years	5.8	0.4
% 'Very Poor' in 5 years	1	0.9

Figure 13 shows a projected PCI map for 2028 if the “Plus 5 PCI Increase” scenario is implemented.

Figure 13. Scenario 3. Plus 5 PCI Increase PCI Map - 2028 Condition Category Summary



Scenario 4 – Unconstrained Funding

Figure 14, Table 12, represents the costs and impacts of implementing an unconstrained budget. Results show that it would bring the City's network to optimal conditions and cost approximately \$14.9M annually or \$74.5 million for five years. Implementing this scenario would increase the overall network PCI to 87, while the backlog would decrease from \$31.7 million to \$1.1 million by the end of 2028.

Figure 14. Scenario 4. Unconstrained Funding PCI and Backlog

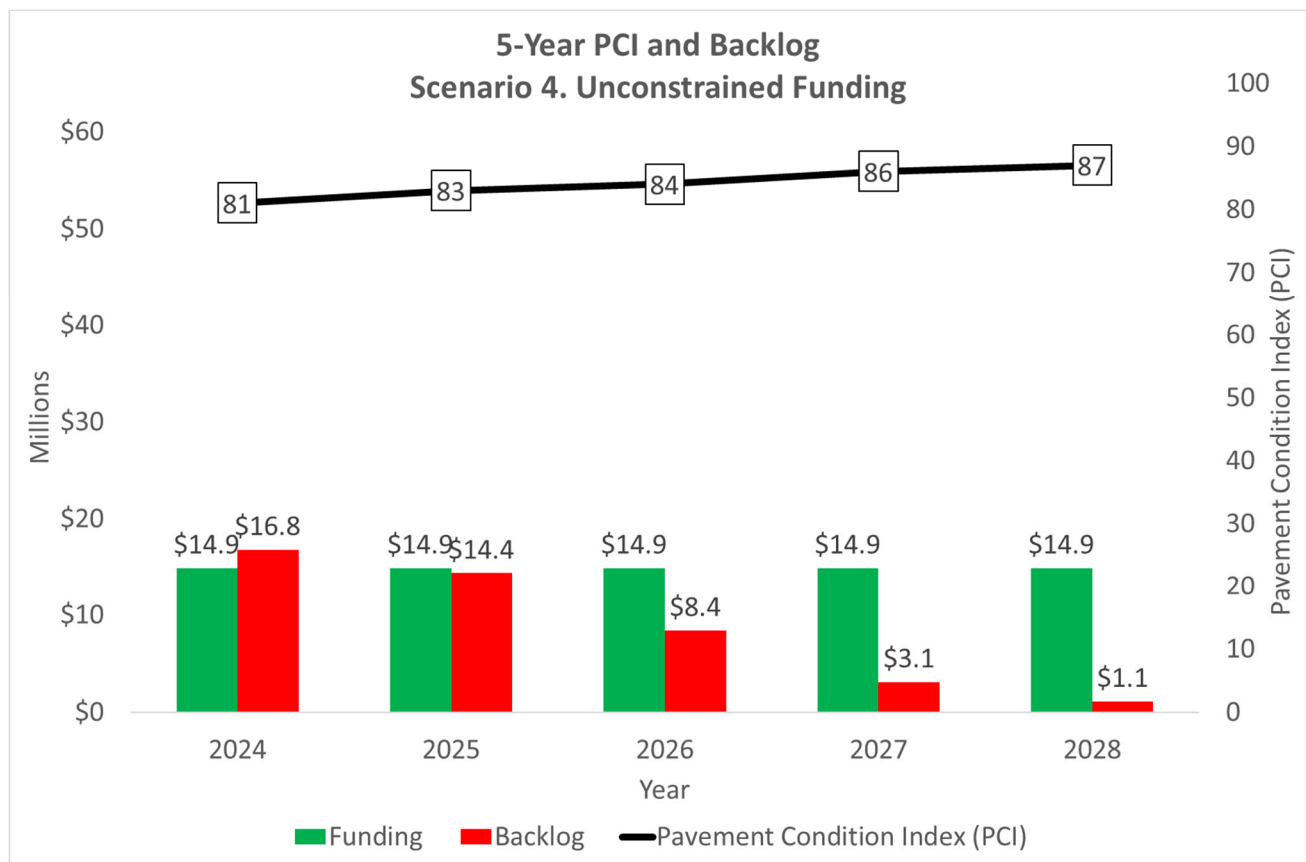


Table 12. Scenario 4. Unconstrained Funding Summary

Scenario 4. Unconstrained Funding			
Year	Budget	Backlog	PCI
2024	\$14,903,943	\$16,805,379	81
2025	\$14,903,943	\$14,364,805	83
2026	\$14,903,943	\$8,367,168	84
2027	\$14,903,943	\$3,091,444	86
2028	\$14,903,943	\$1,090,991	87

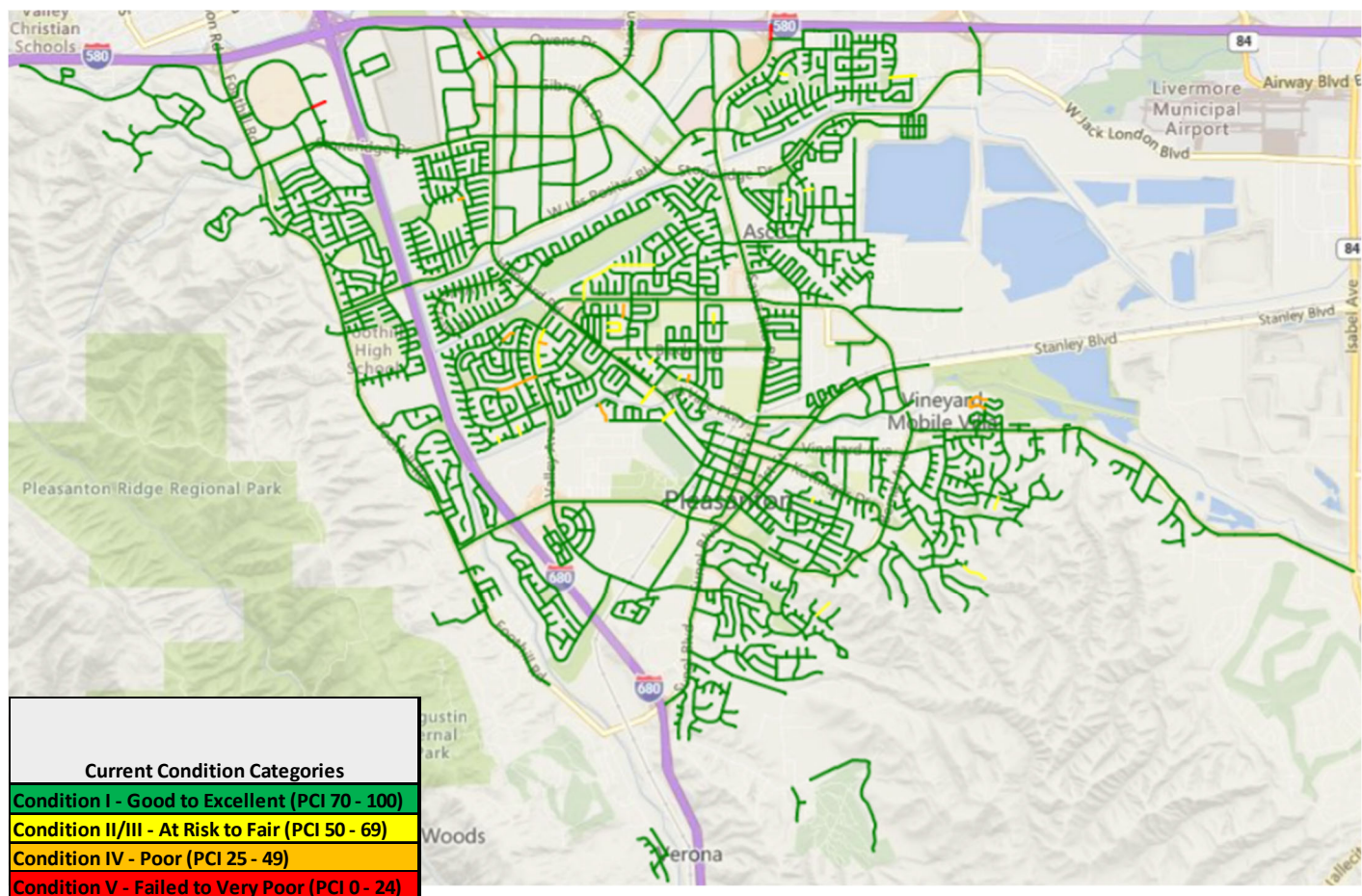
Approximately 98.5% (**Table 13**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 13. Scenario 4. Unconstrained Funding - 2028 Condition Category Summary

	Scenario 4. Unconstrained Funding	% Change at the end of 5 years
% 'Good' in 5 years	98.5	27.0
% 'Fair' in 5 years	0.9	-22.1
% 'Poor' in 5 years	0.4	-5.0
% 'Very Poor' in 5 years	0.2	0.1

Figure 15 is a projected PCI map for 2028 if the “Unconstrained Funding” scenario is implemented.

Figure 15. Scenario 4. Unconstrained Funding Map - 2028 Condition Category Summary



Scenario 5 – Constant Deferred Maintenance

Figure 16, Table 14, represents the costs and impacts of implementing a Constant Deferred Maintenance scenario. Implementing this scenario would cost approximately \$17.2 million annually or about \$35.8 million by the end of five years. Results show an increase in the overall network PCI to 78, while the backlog would remain constant at \$31.7M by the end of 2028.

Figure 16. Scenario 5. Constant Deferred Maintenance and Backlog

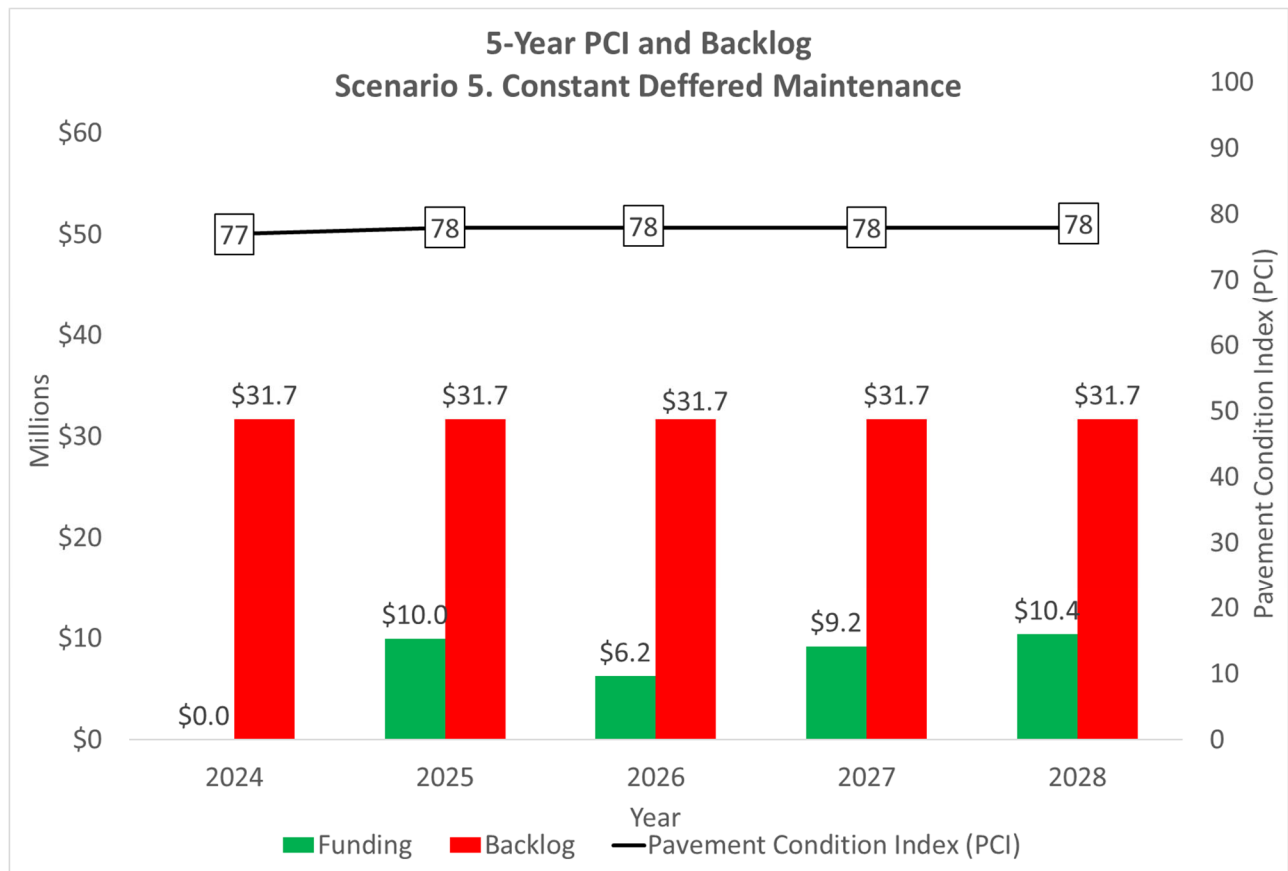


Table 14. Scenario 5. Constant Deferred Maintenance Summary

Scenario 5. Constant Deferred Maintenance			
Year	Budget	Backlog	PCI
2024	\$0	\$31,709,065	77
2025	\$9,951,000	\$31,709,307	78
2026	\$6,240,000	\$31,709,515	78
2027	\$9,191,700	\$31,709,068	78
2028	\$10,372,000	\$31,709,185	78

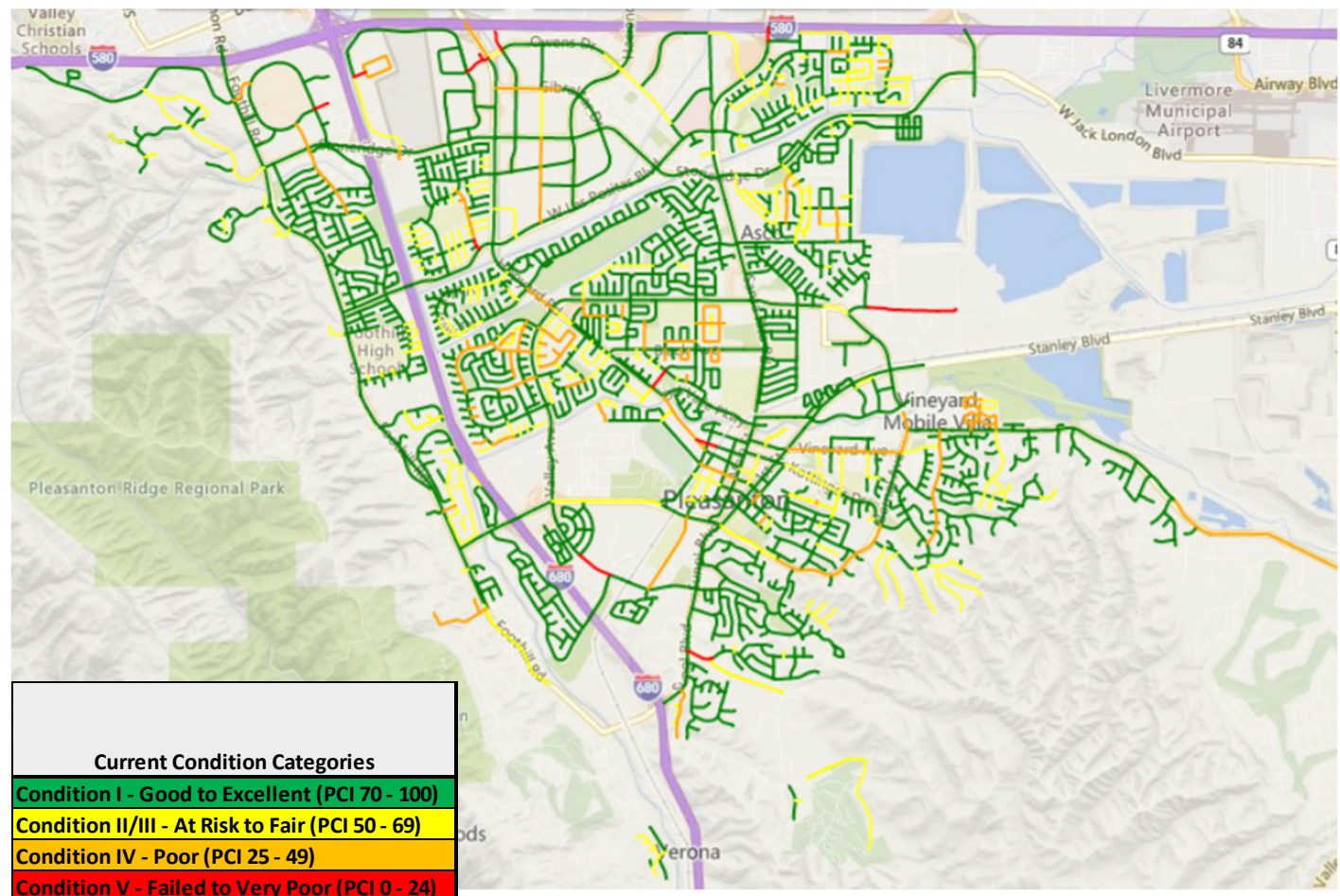
Approximately 77.8% (**Table 15**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 15. Scenario 5. Constant Deferred Maintenance - 2028 Condition Category Summary

	Scenario 5. Constant Deferred Maintenance	% Change at the end of 5 years
% 'Good' in 5 years	77.8	6.3
% 'Fair' in 5 years	13.8	-9.2
% 'Poor' in 5 years	7.6	2.2
% 'Very Poor' in 5 years	0.8	0.7

Figure 17 is a projected PCI map 2028 if the “Constant Deferred Maintenance” scenario is implemented.

Figure 17. Scenario 5. Constant Deferred Maintenance PCI Map - 2028 Condition Category Summary



Scenario 6 – No Funding

Figure 18, Table 16, represents the costs and impacts of implementing an unfunded scenario. Implementing this scenario would decrease the overall network PCI to 70, while the backlog would increase from \$31.7 million to about \$60.2 million by the end of 2028.

Figure 18. Scenario 6. No Funding PCI and Backlog

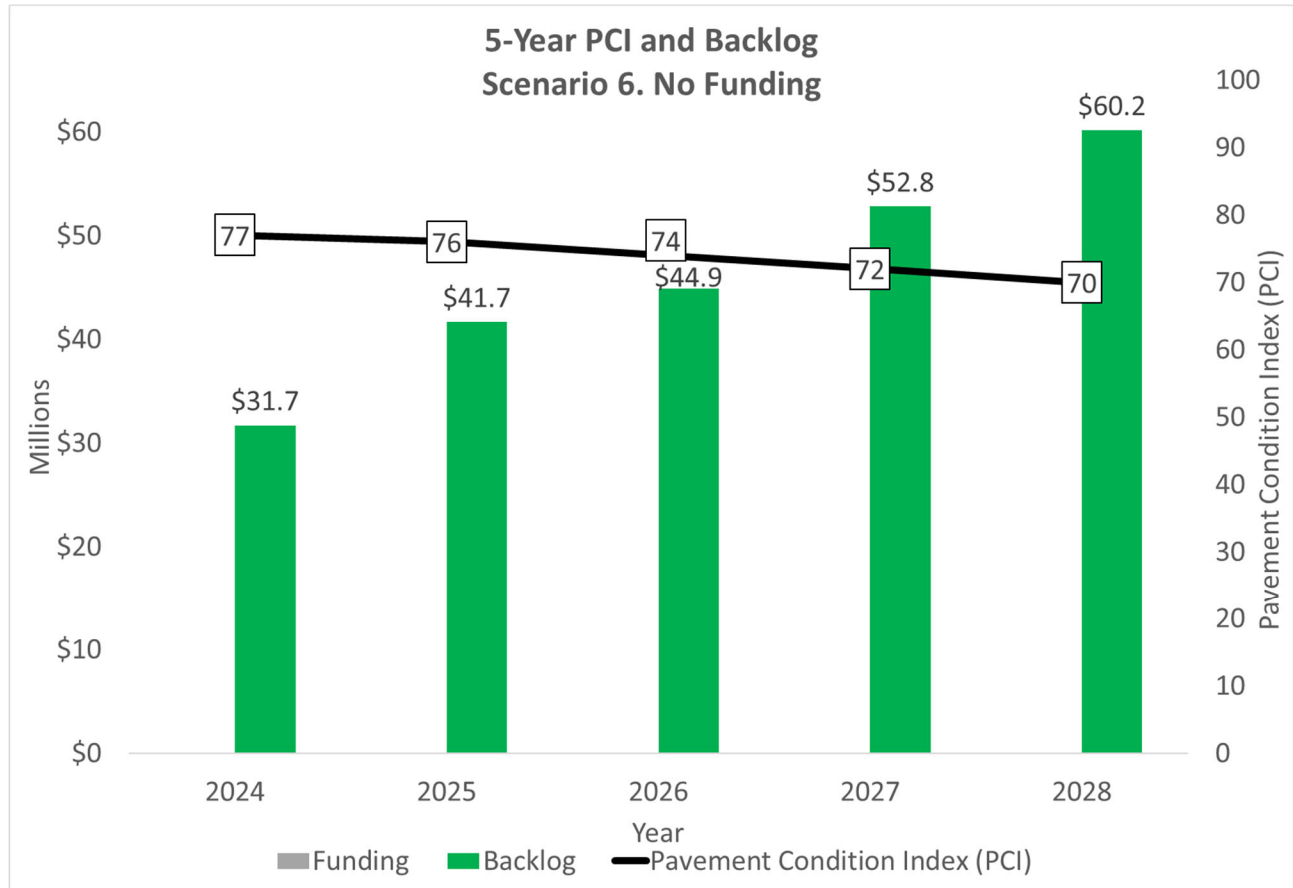


Table 16. Scenario 6. No Funding Summary

Scenario 6. No Funding			
Year	Budget	Backlog	PCI
2024	\$0	\$31,709,065	77
2025	\$0	\$41,660,067	76
2026	\$0	\$44,901,550	74
2027	\$0	\$52,793,682	72
2028	\$0	\$60,156,996	70

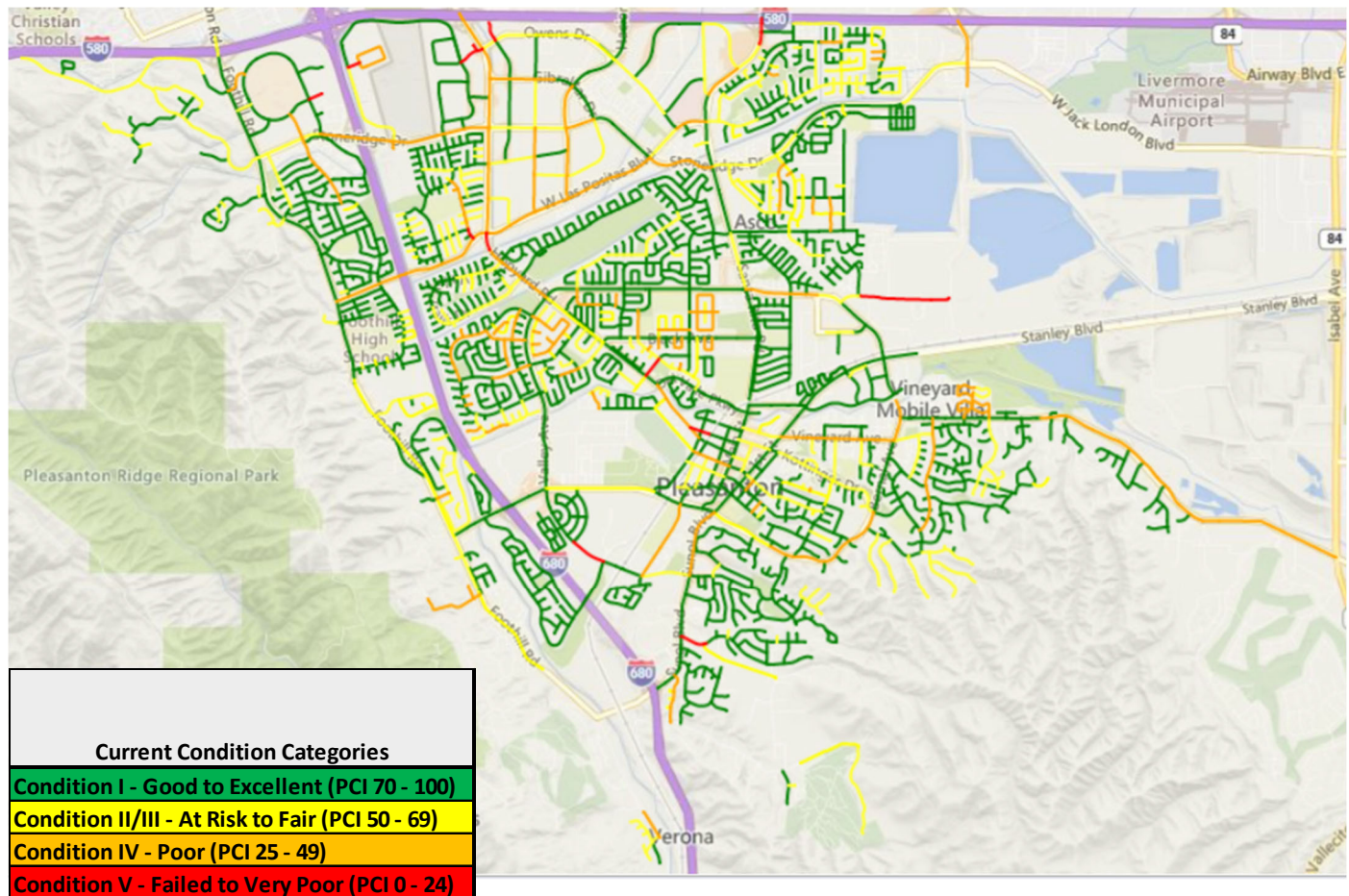
Approximately 60.2% (**Table 17**) of City streets will have a PCI equal to or greater than 70 PCI at the end of 2028 (Condition Category I).

Table 17. Scenario 6. No Funding - 2028 Condition Category Summary

	Scenario 6. No Funding	% Change at the end of 5 years
% 'Good' in 5 years	60.2	-11.3
% 'Fair' in 5 years	23.2	0.2
% 'Poor' in 5 years	15.3	9.9
% 'Very Poor' in 5 years	1.3	1.2

Figure 19 is a projected PCI map for 2028 if the “No Funding” scenario is implemented.

Figure 19. Scenario 6. No Funding PCI Map - 2028 Condition Category Summary



CONCLUSIONS

The City of Pleasanton currently has 209.34 centerline miles of paved roads or 507.51 lane miles. This asset comprises approximately 46.2 million square feet of pavement and is worth roughly \$306 million to replace. After updating the City's pavement management system with inspections and recent maintenance and rehabilitation treatments, the City's overall network condition is 77 PCI. Approximately 71.5% of the City's road network has a PCI of 70 or better. The City's current backlog is about \$31.7 million.

The first option the City should consider is implementing the "Unconstrained Funding Scenario." This scenario requires an average budget of \$14.9 million annually or \$74.5 million for five years. The effects of this budget increase the network PCI to 87 (**Figure 20**), while the backlog decreases to \$1.1 million (**Figure 21**) at the end of five years. 98.5% of City streets will have a PCI of 70 and above (**Table 18**).

The second option is implementing the "Plus 5 PCI Increase Scenario." Results show that the network increased to 82 in five years (**Figure 20**). This budget would cost \$10.5 million annually or \$52.7 million over five years. The backlog decreases to \$20.4 million (**Figure 21**). This action will result in 88.9% of city streets having a PCI of 70 and above (**Table 18**).

The third option is implementing the "Constant Deferred Maintenance Scenario." Results from this scenario show that the overall network PCI increases to 78 (**Figure 20**) while the backlog remains constant at \$31.7 million (**Figure 21**). This scenario would cost \$7.2 million annually or \$35.8 million for five years. Approximately 77.8% of the City's pavement will have a 70 or better (**Table 18**).

The fourth option is using the "Constant PCI Scenario." This scenario averages \$6.9 million annually or \$34.7 million over five years. Results show that the network remains constant at 77 PCI (**Figure 20**). The backlog for this scenario increases to \$36.1 million (**Figure 21**). 75.2% of City streets will have a PCI of 70 or better (**Table 18**).

The fifth option is implementing the “Current Budget Scenario.” Results from this scenario show that the overall network PCI decreases to 75 at the end of five years (**Figure 20**) while the backlog increases to about \$46.7 million (**Figure 21**). This scenario would cost \$4.1 million annually or \$20.5 million for five years. Approximately 71.2% of the City’s pavement will have a 70 or better (**Table 18**).

The sixth and least recommended action compared to the other options evaluated is the “No Funding scenario.” This iteration does not use any funds to maintain or rehabilitate pavements. Implementing this scenario will result in a PCI drop to 70 (**Figure 20**) and an increase in the backlog to \$60.2 million (**Figure 21**). Approximately 60.2% of City streets will have a PCI of 70 and above (**Table 18**).

Figure 20. 5-Year Scenario PCI Summary

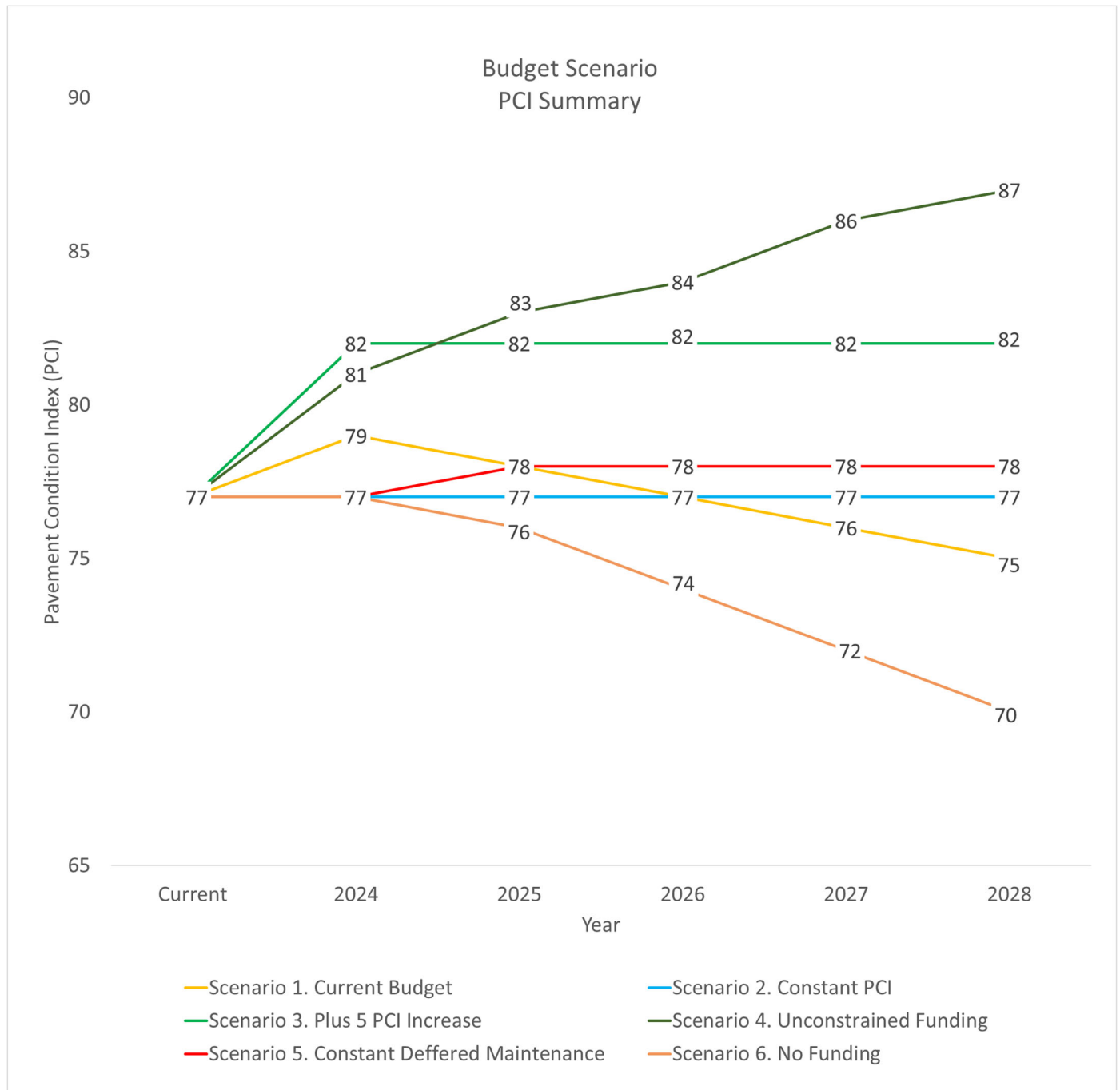


Figure 21. 5-Year Scenario Backlog Summary

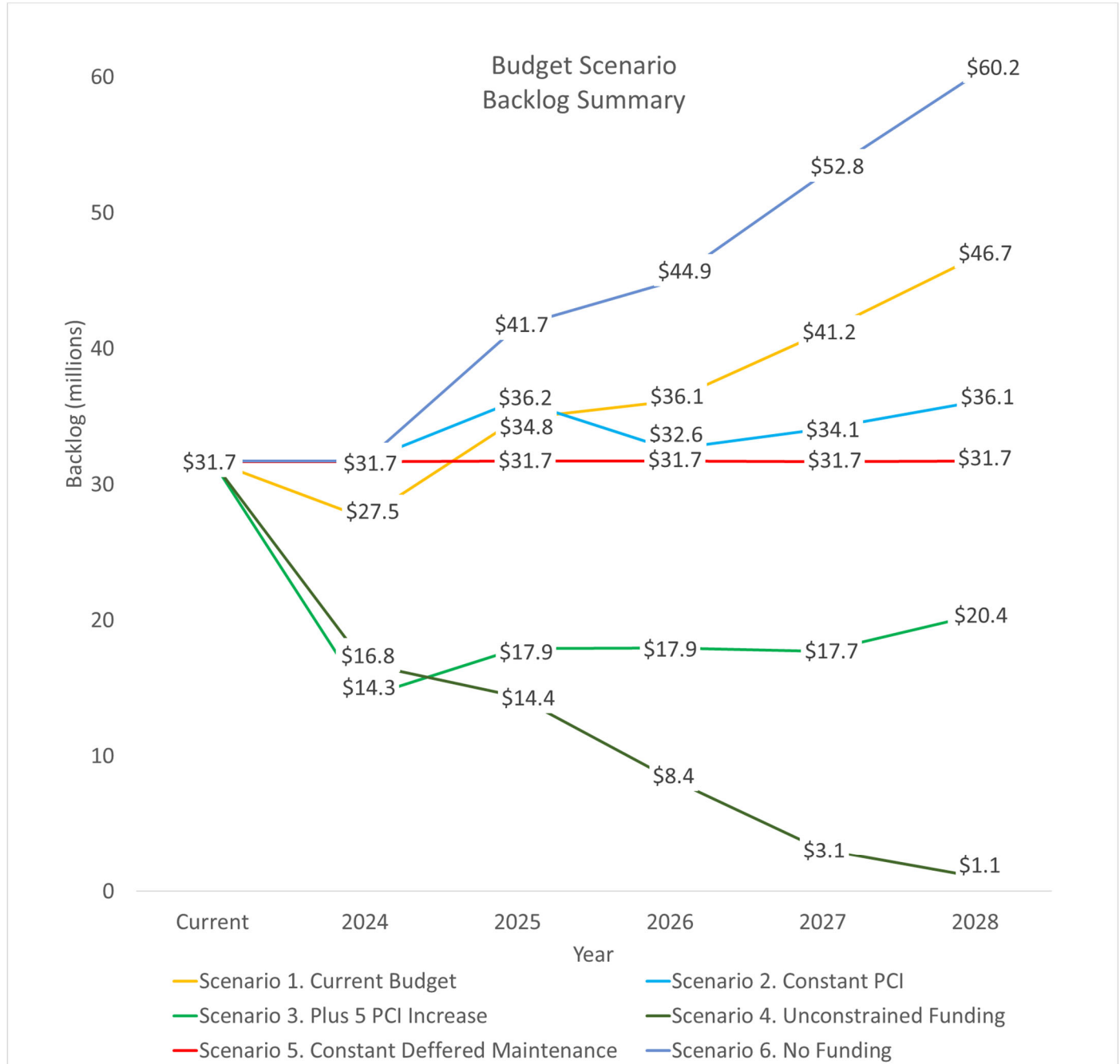


Table 18. Scenario Summary PCI Conditions at the end of 2028

	Scenario 1. Current Budget	Scenario 2. Constant PCI	Scenario 3. Plus 5 PCI Increase	Scenario 4. Unconstrained Funding	Scenario 5. Constant Deferred Maintenance	Scenario 6. No Funding
% 'Good' in 5 years	71.2	76.9	90.2	98.5	77.8	60.2
% 'Fair' in 5 years	16.3	12.8	3.5	0.9	13.8	23.2
% 'Poor' in 5 years	11.3	9.4	5.4	0.4	7.6	15.3
% 'Very Poor' in 5 years	1.2	0.9	0.9	0.2	0.8	1.3

March 19, 2024
Finance

TITLE: RECEIVE A PRESENTATION ON SALES TAX AND FINANCIAL FORECAST ASSUMPTIONS AND PROVIDE DIRECTION REGARDING PROPOSED REDUCTIONS TO DISCRETIONARY FUNDING

SUMMARY

Over the past several months, staff has been working on the revenue measure feasibility project, for which the City is soliciting input from the community regarding the viability of a small, ½ cent sales tax increase. To provide additional information, staff will be joined for a presentation on sales tax by auditing, operations, and revenue solutions firm HdL Companies to provide an overview of taxable and non-taxable items, revenues generated from different sales tax categories, and per capita sales tax trends. In addition, staff will present the assumptions that were used to develop the General Fund long-term forecast and discuss alternative forecast scenarios. To plan ahead for the Fiscal Year 2024/25 mid-term budget update, staff will solicit direction regarding proposed reductions to certain/timely discretionary funding as part of a cost containment strategy.

RECOMMENDATION

- Receive a presentation on sales tax and financial forecast assumptions.
- Receive direction regarding proposed reductions to discretionary funding.

BACKGROUND

At its March 21, 2023, meeting, the City Council directed staff to begin exploring viable revenue options to sustain vital City services and maintain community infrastructure, as well as ensure that resources are available to keep pace with the service needs expected by the community in future years.

Delayed development activity, the decline in sales activities at the Stoneridge Shopping Center, and increases in insurance, pension, personnel, and contract service costs, as well as mandates from the State, have all contributed to the City's current financial challenges. The financial impacts of the pandemic exacerbated the situation, as American Rescue Plan Act (ARPA) stimulus funds are no longer available for the City after Fiscal Year 2022/23, and now inflation coupled with reduced hotel tax revenue puts further pressure on the General Fund budget. At the same time, many City infrastructure assets such as fire stations and park systems that were constructed or renovated during a significant growth period in the 1980s and 1990s are aging and in need of reinvestment to remain fully operational.

The City has been prudent in managing its finances. However, as the City continues to transition from a growing to mature community, double-digit increases in property tax and sales tax are no longer being realized. The City is always actively seeking outside funding

sources such as grant funds to support services and programs, although grant funds are restricted for specific purposes. Over the years the City Council has implemented a number of cost-saving measures to improve operational efficiency and reduce costs, including merging departments and operations, offering less generous pension and retiree medical benefits, implementing energy and water efficiency projects, and establishing a pension trust to pay down the City's unfunded liability. Like other communities, the City has also deferred infrastructure repair and replacement to balance the General Fund operating budget and support the delivery of services. Limited funding for infrastructure upkeep has resulted in significant deferred maintenance over time. Overall, the City needs to expand and/or identify new revenue sources to keep pace with expense growth while also continuing to reduce and manage expenses to address the issue.

At its August 15, 2023, meeting, the City Council received an overview of community needs, potential revenue options, and the process and timeline for election-based ballot measure development. The City Council provided feedback and authorized staff to conduct a public opinion poll to seek input from the community regarding Pleasanton's service priorities and identify potential revenue options. At its December 5, 2023, meeting, the City Council received the polling results summarized below.

- Pleasanton voters continue to be positive about City services and City government.
- Voters prioritize basic City services such as 9-1-1 emergency response, police, fire, street maintenance, infrastructure maintenance, and parks.
- Sales tax and hotel tax revenue measures are potentially viable; however, more education and community outreach is necessary to help the community understand the City's funding needs.

Based on the community's response, the City Council directed staff to launch a comprehensive outreach plan to engage, inform, and listen to input from residents and stakeholders on City needs and a proposed plan to meet those needs. If there is support from the community for a revenue measure, the intent is to place a ½ cent sales tax measure on the ballot for the November 5, 2024, General Election.

While staff is working with the community to assess the viability of a sales tax measure, the City is also developing additional cost containment strategies. The General Fund forecast scenarios that are discussed below will help the community better understand the assumptions that were used to develop the long-term projection. The timeline for cost reduction will provide a roadmap for cost containment and inform the community about potential service impacts if new revenue sources are not identified.

DISCUSSION

Sales Tax

The City's current sales tax rate is 10.25% and the prospective rate increase is 0.5%, which would bring Pleasanton's rate to 10.75% if approved by the voters. In this scenario, this additional sales tax would add \$5.00 on \$1,000 in taxable purchases. The sales tax rate for six cities in Alameda County is already at 10.75%. Notably, prescription medicine and devices and groceries are exempt from sales tax. Rent, mortgage payments, utilities, and other items such as goods transmitted electronically (music, books, movies, computer software, etc.) are also exempt from sales tax. The cost for individuals and families will vary depending on the

taxable purchases made by them.

A ½ cent sales tax is estimated to generate \$10.0 million annually. All funds would be locally controlled and would stay in Pleasanton; the state would not be able to take this funding away from the City. A ½ cent sales tax increase would benefit both residents and businesses by sustaining Pleasanton's high quality of life as funds would be used to maintain essential City services and partly fund infrastructure improvements as described below.

- **Public Safety:** Protect 911 rapid-response, fire, emergency medical, and police services; maintain crime prevention, disaster preparedness, safe traffic flow, pedestrian safety, etc.; keep existing police and fire stations in good condition.
- **Road Repair & Maintenance:** Repair potholes; maintain local streets, roads, sidewalks, crosswalks, pedestrian pathways, and trails.
- **Stormwater Systems:** Maintain stormwater drainage systems to prevent flooding and protect water quality.
- **Quality Parks and Open Spaces:** Maintain safe, clean, high quality parks, play fields, and open spaces.
- **Economic Vitality:** Support small businesses; attract new businesses, jobs, and economic activity.
- **Library, Youth & Senior Programs, Recreation and Other City Services:** Maintain library services and hours, programs that help youth and senior citizens, recreation and other general city services

Water infrastructure and improvements are not included among these services as they are funded by the users of the water enterprise fund.

The City evaluated various funding options to generate additional revenues to support both City services and infrastructure with the least impact possible to Pleasanton residents. Sales tax is not just paid by residents; it is also paid by businesses and visitors who make purchases, thus the funding is collected from everyone who benefits from the City's activities. There has been input that consumers may change their shopping patterns due to an increase in sales tax. Based on its years of experience, HdL confirms that years of sales tax data tied to local transactions and use taxes across California demonstrates there is no exodus by local residents making shopping, dining or buying decisions in neighboring jurisdictions that have lower tax rates. Importantly, when residents shop locally they support directly businesses and through sales taxes support valued City programs including public safety, library services, youth and senior services, etc.

Long Range Financial Forecast

As part of the biennial budget development process, staff evaluates the City's overall financial health by 1) examining actual revenues and expenditures from recent fiscal years; 2) projecting the current fiscal year's numbers based on year-to-date actuals and prior year trends; and 3) forecasting revenues and expenditures for several years beyond the two-year period. Forecasting is a critical component of any prudent financial management practice, as it provides insight into the organization's financial state in the near future and allows for proactive planning and development of relevant fiscal strategies to address potential issues on the horizon.

During the Council budget workshops in April and May 2023, in addition to information on the proposed FY 2023/24 and 2024/25 operating and capital budget and the four-year capital improvement program, the City Council received an update on the City's projected financial health beyond FY 2024/25. At that time, staff developed and presented two long-range financial forecast scenarios, normal and recession, and both scenarios showed the City facing an ongoing, structural budget gap. In this forecasting, various assumptions must be made in developing any forecast model using the best available information that is neither overly optimistic or pessimistic, and updated as new information becomes available. Below is a summary of assumptions utilized in projecting numbers starting in FY 2025/26 for the baseline scenario.

Baseline Scenario

In the baseline scenario, revenue assumptions include property tax - the City's largest revenue source - growing at 3.5 percent annually, sales tax - the second largest revenue source - growing at 2.0 percent annually, Interfund Charges and Recreation Fees growing at 3.0 percent annually, and all other revenues growing at 2.0 percent annually.

Expenditure assumptions include personnel costs (the City's largest expenditure category) growing by approximately 3.3 percent annually. Salary and general benefit cost categories are assumed to increase at 3.0 percent, but the overall increase is greater mostly due to growing pension liabilities through FY 2030/31 based on the projection provided by CalPERS. Non-personnel costs are collectively projected to grow by approximately 2.7 percent annually. Additionally, an annual contribution to capital funds ranges from \$3.0 million in FY 2025/26 to \$4.5 million in FY 2032/33. An average annual contribution of approximately \$5.9 million, in addition to the baseline capital contribution, is also included in the forecast model to fund deferred infrastructure maintenance costs. Combined, these contributions represent a small fraction of the overall deferred infrastructure maintenance needs based on staff's preliminary infrastructure assessment study from March 2023.

Based on these assumptions, the baseline scenario projects an average annual deficit of approximately \$13.8 million. Staff is evaluating shortfall reduction measures to reduce the deficit. A first option is to utilize the Section 115 Pension Trust the City established in June 2018. With a balance of \$46.3 million as of June 2023, the current proposed plan includes utilizing approximately \$6.6 million annually from FY 2025/26 to FY 2031/32. Funds will not be available after FY 2031/32. Staff recently hired a pension actuarial consultant to determine how to best utilize the trust over the next several years, and based on this study's outcome staff will adjust the forecast accordingly. A second option involves a series of non-personnel budget reductions. Based on preliminary analysis, reductions equivalent to approximately \$2.3 million have been included in the forecast. After accounting for these two deficit reduction measures, the baseline forecast scenario shows an average annual deficit of approximately \$5.7 million.

Economic Slowdown/Recession Scenario

In the economic slowdown/recession scenario, revenue assumptions are: growth in property tax revenue is projected to moderate to 3.0 percent in FY 2025/26 and 2.0 percent in FY 2026/27 before rebounding back up to 3.0 percent in FY 2027/28, 3.2 percent in FY 2028/29, and 3.5 percent thereafter starting in FY 2029/30; sales tax is projected to decrease by 5.0 percent in FY 2025/26 and decrease by an additional 2.0 percent in FY 2026/27 before growing again at 2.0 percent annually starting in FY 2027/28. Other taxes, including Transient

Occupancy Tax and Business License Tax, are projected to decrease by 0.7 percent in FY 2025/26 and by an additional 1.0 percent in FY 2026/27 before rebounding to grow at 2.0 percent annually starting in FY 2028/29. Recreation fees are not projected to experience any growth in FY 2025/26 and FY 2026/27 before growing again at 3.0 percent annually starting in FY 2027/28. Other revenues are projected to grow at 2.0 percent annually.

Expenditure assumptions for this scenario are the same as the baseline scenario to effectively compare the level of change in the fiscal gap when the City's major revenues are impacted from an economic slowdown/recession.

Under this scenario, the annual deficit on average grows to approximately \$22.8 million. With previously mentioned shortfall reduction measures (i.e., utilizing the Section 115 Pension Trust and reducing non-personnel budget), the average annual deficit goes down to \$14.7 million. It should be noted that reduced revenues estimated in this scenario only assumes a mild economic downturn or short recession; while it is not likely that any near future economic downturn or recession will be as severe as during the Great Recession, any type of economic downturn will have a major impact on the City's primary revenues. During the Great Recession, the City's property tax revenue decreased by as much as 5.0 percent and took five years to recover, finally returning to \$50.4 million in FY 2013/14 after initially reaching that number in FY 2008/09. Sales tax took even longer - taking more than seven years to recover - returning to \$22.4 million in FY 2014/15 after initially reaching \$22.0 million in FY 2006/07 and its revenue decreasing as much as 27.0 percent during this seven-year period. The Great Recession officially lasted 18 months from December 2007 to June 2009, and the only other downturn in recent history was the COVID-19 Recession, which only lasted two months. Unprecedented actions taken by Congress with a series of stimulus measures, combined with quantitative easing by the Federal Reserve, helped quell the recession quickly but also fueled economic growth. While most economists are not predicting a recession in the near term, it is highly likely that some type of economic downturn or even recession will occur during the forecasted period from FY 2025/26 to FY 2032/33.

Alternative Scenario 1: Property Tax Revenue

With the Tri-Valley's real estate market remaining strong, the City's property tax revenue grew at a healthy pace in recent years: during the last three years, this revenue grew each year with annual growth ranging from 3.2 percent to 7.3 percent. Assuming this level of growth continuously is not realistic, especially with the supplemental property tax from real estate transactions expected to decrease as the region continues to deal with historically low inventory and decreasing affordability.

Compared to the baseline scenario in which a 3.5 percent annual growth is assumed, if a 4.0 percent annual growth is assumed, an additional \$19.6 million in property tax revenue between FY 2025/26 and FY 2032/33, or an annual additional revenue of \$2.5 million, is projected. Using 4.5 percent, these amounts go up to \$39.7 million over 8 years, or \$5.0 million per year.

Alternative Scenario 2: Labor Costs and Unfunded Pension Liabilities

As mentioned above in the baseline scenario, personnel costs (excluding pension costs) are assumed to grow at 3.0 percent annually, but when factoring in pension costs and using projections from CalPERS, the overall personnel budget numbers are projected to grow by an average of 3.3 percent annually. However, 3.3 percent may be slightly lower than actual

growth in the near term due to several factors: firstly, inflation was one of the main factors in recent labor negotiations; and secondly, the City's unfunded pension liabilities are dependent on CalPERS' investment performance compared to the discount rate that it sets. If the CalPERS annual rate of return is lower than the established discount rate - which is at 6.8 percent currently - additional contributions are required. For example, for FY 2022/23, CalPERS' investment return was 6.1 percent - 0.7 percent lower than its 6.8 percent target - so the City's contribution numbers are expected to increase in future years.

Compared to the baseline scenario, where an average annual growth of 3.3 percent is projected, if an additional 0.5 percent is assumed, that will increase overall personnel costs by \$22.1 million from FY 2025/26 to FY 2032/22, or \$2.8 million annually. If an additional 1.0 percent is assumed, costs are \$46.0 million over eight years or \$5.7 million annually. With staffing costs accounting for more than 70.0 percent of the General Fund's total expenditure budget, excluding transfers, even a slight increase in staffing cost can have a major impact.

Proposed Reductions to Discretionary Funding

The General Fund currently supports a number of community programs and organizations. The support is directed toward highly valued community partners such as the Pleasanton Unified School District (PUSD), various non-profit organizations, business groups, and community groups. These investments are estimated to be approximately \$2.5 million annually. The most significant support (\$1.8 million) flows toward schools and students through the School Resource Officer (SRO), Crossing Guard, and Tobacco Education Programs, and other programs such as after-school programs and notable time from the Alternative Response Unit (ARU) Program.

The Memorandum of Understanding (MOU) for the SRO Program and the contract for the Crossing Guard Program will expire in June 2024 and July 2024. The City and PUSD will be discussing and re-negotiating these documents over the coming months. Currently, the City covers 100% of the costs for both the SRO and Crossing Guard programs; however, given the City's financial challenges, staff recommends that both agencies share the costs for the SRO Program, Crossing Guard Program, and Tobacco Education Program starting in FY 2024/25. Staff is not recommending any change in the funding for the ARU Program at this time.

The proposals presented below are specific only to cost-sharing for direct costs for the SRO, Cross Guard and Tobacco Education Programs, and so do not include costs such as for the supervisor that oversees the SROs and/or other indirect overhead costs. With MOU and contract discussions coming quickly, staff is seeking Council input. Staff recommends Proposal #1, in which PUSD will start paying 25.0 percent of the costs starting in FY 2024/25 (year 1). The cost sharing percentage will increase by 10.0 percent in years 2 and 3, and a 5.0 percent increase in year 4 to get to 50.0 percent cost sharing for the SRO, Crossing Guard, and Tobacco Education programs. Understanding that both the City and PUSD are experiencing financial challenges as this time, an alternate proposal noted as Proposal #2 is to have PUSD share 25.0 percent of the costs starting in fiscal year 2024/25 (year 1), and the cost sharing percentage will increase by 5.0 percent every year for five years; in year 6, the cost sharing percentage will be at 50.0 percent. The estimated costs presented below reflect FY 2023/24 budgeted expenditures and costs are expected to increase over time.

Proposal #1	Estimated PUSD Annual Cost
Year 1 25%	327,000
Year 2 35%	458,000
Year 3 45%	589,000
Year 4 50%	655,000

Proposal #2	
Year 1 25%	327,000
Year 2 30%	393,000
Year 3 35%	458,000
Year 4 40%	524,000
Year 5 45%	589,000
Year 6 50%	655,000

Following direction from the City Council, staff will negotiate with PUSD regarding the proposed changes. Other discretionary spending will continue to be reviewed in the coming months as part of the mid-term budget process.

General Fund Reserves/Fund Balances

The City has five categories of fund balance as described below. The total of the amounts in the last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed unrestricted fund balance.

Nonspendable – amounts that cannot be spent due to not being in a spendable form (long-term assets, prepaid expenses, inventory) or are legally or contractually required to be maintained intact

Restricted – amounts constrained for a specific purpose by external parties, constitutional provision, or enabling legislation

Committed – amounts constrained for a specific purpose by the governmental entity and designed as such by City Council, which is the highest level of decision-making authority

Assigned – amounts set aside for a specific purpose by a governing board or official that has been delegated the authority to assign amounts

Unassigned – portion of a fund that is not classified as nonspendable, restricted, committed, or assigned.

Based on the foundation of sound financial management, the City set aside reserves for economic uncertainties and emergencies. The City Council established a 20.0 percent reserve target for the General Fund with a reserve range of 16.7 percent to 25.0 percent, excluding committed reserves and the Rainy Day Reserve. The unassigned fund balance for the General Fund is projected at \$29.6 million at the end of Fiscal Year 2023/24, representing about 20.0 percent of the General Fund operating expenditures. The Government Finance Officers Association (GFOA) recommends a minimum reserve of 16.7 percent or two months of operating expenditures.

The City's nonspendable and restricted reserves are projected at \$0.5 million and \$18.7

million, respectively, and are associated with loans made to other funds and funds set aside in a pension trust. Funds in the pension trust can only be used to pay for pension contributions.

The City's various committed reserves are projected at \$1.9 million (Strategic Plan Implementation, Alternate Response Unit, Mobile Library Vehicle, etc.). The Rainy Day Reserve (a General Fund sub-fund) is projected at \$4.6 million. Note that these reserves are earmarked for programs and capital projects and funds will be spent down over the coming few years. When accounting for these reserves, the City's total unrestricted reserve is \$36.1 million, or 24.0 percent of the FY 2023/24 General Fund operating expenditures.

Overall, the City's reserve is at a sufficient level and meets the GFOA recommendation. However, if the City needs to draw into reserve to help balance the budget in future years, the reserve would be depleted over time, result in audit findings, and would leave the City in a financially vulnerable position.

Timeline for Implementation of Cost Reduction Strategies

While staff is working with the community to assess revenue measure feasibility, the City is taking steps to reduce costs and plan toward developing a budget stabilization plan that takes into consideration both cost containment and revenue enhancement strategies. Cost reductions will have an impact on services and programs, especially if reductions include staff positions. If the revenue measure is not feasible, staff will make recommendations and solicit the City Council's direction on cost and service reductions.

Fiscal Year 2024/25 Budget

- City staff are now identifying non-personnel cost reductions to be incorporated into the FY 2024/25 mid-term budget update. Non-personnel costs include expenditures such as contract services, equipment, and operating supplies and materials. The mid-term update will be presented to the City Council in May and June 2024.
- Exploration of freezing some positions, if necessary.

Fiscal Years 2025/26 and 2026/27 Budget

- If the spring poll shows the revenue measure is not feasible or if the measure is not approved by voters on November 5, 2024, staff will develop strategies to explore further non-personnel and personnel budget reductions as well as evaluation of service impacts (July 2024-March 2025).
- Consideration of freezing certain vacant positions.
- Evaluation of the utilization of pension trust funds to reduce budget deficit; the overall funded status for the City's pension plans will be lower as funds are drawn down.
- Proposed cost reductions and service cuts will be presented to by early April 2025.
- Proposed cost reductions and service cuts will be incorporated into the FY 2025/26 and FY 2026/27 budget after receiving direction from the City Council. The biennial budget is anticipated to be adopted by the Council in June 2025.

Staff will continue to explore additional funding opportunities such as grant funds to support priority community projects and initiatives to lower budget impact on the General Fund.

However, these funding sources are restricted and are one-time in nature. As such, these funding sources will not resolve the ongoing funding gap. Staff will also continue to evaluate service delivery models to improve operational efficiency, continuing to reduce costs (contracting certain services, regional collaboration, partnership with nonprofits/other agencies/private organizations, etc.).

EQUITY AND SUSTAINABILITY

This item is an informational report to solicit direction from the City Council to inform the development of the FY 2024/25 mid-term budget.

OUTREACH

No outreach was conducted specifically for this item.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

This item is informational at this stage. Any direction and feedback received at this meeting will be incorporated into the mid-term budget update process and presented during the budget workshop in May 2024.

Prepared by:



Susan Hsieh, Director of
Finance
Chris Yi, Financial Services
Manager

Submitted by:



Susan Hsieh, Director of Finance

Approved by:



Gerry Beaudin, City
Manager

Attachments:

None

March 19, 2024
Public Works - Engineering Division

TITLE: PROVIDE DIRECTION REGARDING STAFF RECOMMENDATIONS FOR MID-TERM BUDGET REALLOCATION OF EXISTING NON-RESTRICTED FUNDS WITHIN THE CAPITAL IMPROVEMENT PROGRAM TO FUND RECENTLY IDENTIFIED SAFETY-RELATED PROJECTS

SUMMARY

The Mid-Term Capital Budget for FY 2024/25 is being revised to add critical projects that address safety issues, including issues that arose during the 2023/24 winter storm impacts and the West Las Positas Boulevard reconstruction. The existing unrestricted CIP reserves and the current two-year budget cannot absorb the additional costs to make these improvements. Therefore, at this time and based on new information, staff is making a recommendation to delete, defer, or partially defund approximately \$18.9 million of existing non-restricted funds from CIP projects to address these needs and create a balanced Mid-Term Capital Budget. The Mid-Term operating and capital budgets will be presented to the City Council for review and approval in May and June 2024.

RECOMMENDATION

Review staff recommendations regarding CIP projects that could be deleted, deferred, or partially defunded and provide direction toward development of the mid-term capital budget and updates to the four-year capital improvement program.

BACKGROUND

On March 21, 2023, the City Council provided direction to modify the existing CIP carry forward process and perform detailed reviews of all existing general fund projects within the CIP to reprioritize projects. As a result, approximately \$8 million in identified projects were deleted or deferred. The reprioritized funding was used to develop the four-year CIP for FY 2023/34-FY 2026/27 and was approved by the City Council on June 6, 2023. Through the mid-term process, the second year of the funded program, FY 2024/25, is being reviewed for any necessary adjustments and to add projects that are necessary to address more recently identified safety-related issues.

Severe winter storms from December 2022-March 2023 caused damage throughout the city. To address the issues, projects were programmed in the current CIP, but the funding is insufficient for all necessary permanent repairs. The existing infrastructure was cleaned, and temporary repairs were completed to restore the storm drain systems to service before this winter's storm season. The City's application for federal assistance was approved, and the City is in the process of obtaining project approvals and reimbursements from FEMA. During this process, the extent of FEMA's coverage is determined. Currently, it has been determined that some of the damage and improvements will not be eligible for federal assistance. For the FEMA projects determined to be eligible for FEMA assistance, the City will be responsible for approximately 25 percent of the total project costs. The City is also applying for competitive

mitigation grants through a statewide program for projects not covered by FEMA; however, preliminary analysis of the City's projects indicates the projects do not score sufficiently well based on several factors, including the cost-benefit ratios as compared to other emergencies within the state.

DISCUSSION

The cause of the flooding damages from the 2023/2024 winter storms was investigated, and analysis is being completed to identify long-term solutions to reduce and prevent future flooding and damage. The preliminary analysis has identified that there are necessary improvements to the storm drain systems on Puri Court, and Sycamore Road/Sunol Boulevard to avoid additional damage from future storm events, and that these issues will not be covered under the FEMA program. The estimated costs for the necessary stormwater system improvements, including the City's portion of the FEMA projects, range between \$9.5 million-\$16 million.

Additionally, the design of 35 percent plans for the West Las Positas Boulevard Multimodal Reconstruction project – which will address several distressed roadway segments between Hopyard Road and Stoneridge Drive – has been completed. Cost estimates just for the Hopyard Road and Stoneridge Drive segment range from \$25.9 million-\$38.6 million, which exceeds the available funding of approximately \$23.3 million. Staff is preparing a more detailed update on the West Las Positas Boulevard project to present to Council in the coming months.

To fund the projects that impact safety, staff is presenting a recommendation for re-prioritization of the mid-term capital budget based on identified non-restricted funds that can be deleted, deferred, or partially defunded. Non-restricted funds are directly or indirectly from the General Fund and include funds 201 (Miscellaneous CIP General), 211 (Streets CIP General), 221 (Parks CIP General) and 441 (Storm Drain Replacement/Renovation). It should be noted that Fund 441, Storm Drain Replacement/Renovation Fund, is an Enterprise Fund and should not be normally funded by the General Fund. However, for all intents and purposes, the City's stormwater system needs are subsidized by the General Fund because the funds collected to meet these needs are otherwise woefully inadequate.

Restricted funds are not being reviewed at this time as the funding generally cannot be utilized toward the identified projects due to the specified use of the funds. Restricted funds include Park Development Impact fees (funding Lions Wayside Park), Facility Development Impact fees (funding Police Department Training Facility Repairs), enterprise funds (water, sewer, golf course), Gas Tax, transportation measure funding (Measure BB, VRF) and restricted reserve funds.

Staff has developed a list of projects ranked by impacts (Attachment 1) and recommends deleting, deferring, or partially defunding all non-restricted fund projects, except for those projects that address life and safety issues. As proposed, the recommendation provides approximately \$18.9 million to be allocated to the identified storm drain system and West Las Positas Boulevard projects.

Safety Projects

The following non-restricted general fund projects are recommended to remain on the City's list and carry forward (noted on page 2 of Attachment 1); the list excludes projects currently under contract and reserves that are also to be carried forward:

1. OSC (3333 Busch Road, Corporation Yard) Fire Alarm and Notification System – The existing fire alarm system is not operational and is not code-compliant, and parts are not available to repair the system
2. Police Department Training Facility - The existing shooting range is closed until upgrades are completed. The majority of the funding is from Facility Impact Fees (not General Fund)
3. ADA Transition Plan – Update the ADA transition plan as required to be eligible for Federal and State funding
4. Valley Avenue Soundwall Replacement – Project to install stabilization posts to prevent future loss of wall panels
5. Sycamore Road/Sunol Boulevard Storm Drain Improvements – Install additional storm drain infrastructure to address future flooding
6. 2023 Storm Repair & Replacement (Puri Court Storm Drain Improvements) – Install additional storm drain infrastructure to address future flooding
7. West Las Positas Boulevard Multimodal Reconstruction – Reconstruct the failing road section between Hopyard Road and Stoneridge Drive, implement the multi-modal plan, and meet/retain the local match to grant funding
8. Design and Construct Storm Drain Improvements (FEMA) – Provide the local funding (City) portion for the FEMA-funded storm damage improvement projects.

Underway Projects

Projects recommended to be partially defunded will have funding for a reduced scope of work and/or that will complete work that is already in process for construction this year and deemed essential to continue (noted on page 1 of Attachment 1):

9. Annual Court Resurfacing – Install a protective coating to extend the life of the courts at the Tennis Community Park and Fairlands Tennis Courts
10. 2021/22 Fence Installation/Repair – Repairs to storm-damaged fencing/replacement at Augustin Bernal Staging Area, and painting of Alviso Adobe fencing
11. Downtown Beautification CIP Reserve – New streetlight holiday ornaments, replenished color bowls, downtown street tree replacements, etc.
12. City Street Median Island Repair & Replacement – Replacement of failing irrigation lines and dead plant material. Funding was originally from the Repair and Replacement program
13. Design Phase 1 of Bernal Community Farm – Minor improvements to support the master gardeners and City compost center
14. OSC Generator Replacement – Under construction and necessary cost to complete the project
15. 2023 Installation of Trash Capture Devices – Installation of devices as required by the Municipal Regional Stormwater NPDES permit
16. Asset Management Plan – Develop the framework for the asset management plan to allow staff to work on the development and collection of data for the implementation phase of the program.

Projects currently with or soon to have construction contracts will be carried forward, as noted on page 2 of Attachment #1.

Deferred Projects

Staff's recommendation results in deferring/pausing several CIP projects to provide the necessary funding to address the noted life and safety projects. These deferred projects (noted on pages 1-2 of Attachment 1) may stay in the 4-year CIP depending on funding availability. If these projects remain in the CIP, no funding will be expended to advance these projects until the City Council's subsequent review as part of the preparation of the next 2-year CIP budget for FY 2025/26-FY 2026/27. These projects include:

- Westbound Bernal Avenue at First Street/Sunol Boulevard Intersection Improvements
- Annual Median Landscape Renovations
- Annual Park & Trail Pathway Resurfacing
- Streetlight LED Conversion
- Annual (2024) Installation of Trash Capture Devices
- Citywide Access Control System (key card access for certain City facilities)
- Design of Aquatic Center 50-Meter Pool Deck
- Design of the Civic Center Roofing & HVAC Repair
- Design of City Administration Building
- Century House Facility Renovation (Partial funding to be reserved for stabilization of the building, including a roofing and gutter project to be completed in the coming months)
- Climate Action Plan Implementation (Partial funding to be reserved for planning phase)
- Ken Mercer Skatepark (\$419,905 expended on design, which will remain intact and ready when the project can move forward)

Deleted Projects

Staff's recommendation results in deleting/canceling CIP projects to provide the necessary funding to address the noted life and safety projects. These projects were identified as not essential at this time or can be completed through expansion of future programmed projects. The deleted projects (noted on pages 1 of Attachment 1) will be removed from the 4-year CIP. These projects include:

- New Community Park: Site Acquisition Reserve
- Bernal Property Trail System Reserve
- Annual (2024) Playground Renovations
- Design of Police Department Secured Police & Staff Vehicular Parking
- Muirwood Community Park Court Resurfacing

With this new information highlighting the anticipated costs to address the storm drain improvements (\$9.5 million-\$16 million) and West Las Positas Boulevard projects (shortfall of \$2.6 million-\$15.3 million), staff's recommendation provides a plan for the City to move forward on a list of projects, reduce the scope and spending on some projects, and defer/pause on some projects. This recommendation intends to manage the City's risk while still delivering important safety-related projects to the community. Staff will continue to look for additional funding through grants and other sources toward creating opportunities to accomplish the deferred/paused projects.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton strategic plan goals of *Funding Our Future*, Strategy 2 - Identify expanded and new revenue to address significant infrastructure needs and *Investing in Our Environment*, Strategy 1 - Implement the Four Year Capital Improvement Program (CIP)

FISCAL IMPACT

The direction received from the City Council will be incorporated into developing proposed adjustments to the adopted FY 2024/25 capital budget that will be presented to the City Council for consideration in May. Projects identified and listed through this review will be delayed from further significant expenditures until the City Council has reviewed the mid-term operating and capital budgets.

Prepared by:



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Submitted by:



Adam Nelkie, Acting Director, Public
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Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Project Review List

2024 Capital Improvement Program Mid-Term Existing Project Review

Fund	Project	Project	Tyler Munis Available Balances as of 2-20-2024	Adjusted Available Funding Balance	Cumulative Available Funding	Recommendation	Notes
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Projects Recommended to be Deleted

221	03728	New Community Park: Site Acquisition Reserve	207,447	207,447	207,447	Delete	Funding targeted for the purchase of a home to complete Phase II of Rotary Park
221	04721	Bernal Property Trail System Reserve	150,703	150,703	358,150	Delete	Set aside funding for the Marilyn Murphy Kane Trail maintenance and additional tree planting
221	24745	Annual Playground Renovations	300,000	300,000	658,150	Delete	Delays the replacement cycle by one year (Val Vista Park Community scheduled location)
201	23479	Design of Police Department Secured Police & Staff Vehicular Parking	100,000	100,000	758,150	Delete	Installation of secured fencing around staff parking
221	23744	Muirwood Community Park Court Resurfacing	250,000	250,000	1,008,150	Delete	Project already prioritized in Annual Court Resurfacing Project

Underway Projects Recommended to be Partially Defunded and Carried Forward

211	20565	Nevada Street Improvements	100,455	100,455	1,108,604	Deferred Previously	Project previously deferred in March 2023, defunding the remaining balance that was preserved to cover the design work taking place at the time
201	17423	Design/Construct New Fire Station 3	965,219	815,249	1,923,853	Reduce	Project accepted by City Council. Funding reserved for scheduled new fencing/gate and storage room conversion. Remaining balance was scheduled to be used toward Fire Station 2
221	24744	Annual Court Resurfacing	200,000	100,000	2,023,853	Reduce	Retain \$100,000 for court maintenance work (crack sealing and coatings) at Tennis Community Park and Fairlands tennis courts. The other scheduled courts will be deferred to future years.
201	21429	2021/22 Fence Installation/Repair	194,954	100,000	2,123,853	Reduce	Retain a reserve \$94,954 for replacement of City fences; damaged fencing from 2023 storms has not started. Funding was to be used to replace existing fencing at Police Department and remaining will be used to paint fences at Alviso Adobe and replacement of fencing at Augustin Bernal staging area
201	18440	Downtown Beautification CIP Reserve	450,275	250,000	2,373,853	Reduce	Retain a \$200,275 reserve for downtown tree replacements, street light holiday decorations, newsracks replacement, color bowls, etc.
211	18554	City Street Median Island R&R	963,668	350,000	2,723,853	Reduce	Funding from Repair and Replacement program to perform median island replacements. Critical funding for repairs to median irrigation and dead plan replacement
201	20772	Design Phase 1 of Bernal Community Farm	307,772	250,000	2,973,853	Reduce	Phase 0 work has been completed. Insufficient funding to start Phase 1 design. Retain \$57,772 in support for minor improvements for the master gardeners and City compost center
201	23456	OSC Generator Replacement	374,136	200,000	3,173,853	Reduce	Retain \$174,136 for remaining anticipated expenditures and invoices for the PW generator replacement
441	23443	2023 Installation of Trash Capture Devices	300,000	275,000	3,448,853	Reduce	Retain \$25,000 for scheduled installation of trash capture screens that are damaged or missing as a requirement of the Municipal Regional Stormwater NPDES permit. Delays installation of future devices required by the permit
201	24460	Asset Management Plan	750,000	400,000	3,848,853	Reduce	Design work has begun and the retained \$350,000 will develop the framework for the asset management plan so staff can develop and collect data for the implementation phase of the program

Projects Recommended to be Fully Defunded and Deferred

201	17556	Westbound Bernal Avenue at First Street/Sunol Boulevard Intersection Improvements	1,300,000	1,300,000	5,148,853	Defer	Funding for landscaping and monument sign improvements. Due to potential future development, project is recommended to be deferred
221	23736	Annual Median Landscape Renovations	300,000	300,000	5,448,853	Defer	Repair and Replacement program to perform median island plant and irrigation replacements
221	24748	Annual Park Trail & Pathway Resurfacing	350,000	350,000	5,798,853	Defer	Design of the trails along the Arroyo de la Laguna and Sutter Gate Park have started
211	20466	Street Light LED Conversion	187,826	187,826	5,986,680	Defer	Funding for downtown street light conversion testing of bulb/fixtures (in process)
441	24443	Annual Installation of Trash Capture Devices	150,000	150,000	6,136,680	Defer	Funding for the design and installation of trash capture screens is a requirement for the NPDES regional permit. Locations have yet to be determined
201	22471	City-Wide Access Control System	250,000	250,000	6,386,680	Defer	Insufficient funding for construction. System is obsolete and some buildings are not functional

201	22781	Design of Aquatic Center 50-Meter Pool Deck	249,000	249,000	6,635,680	Defer	Design not started; additional funding needed. 50-meter pool plaster is starting to fail and pool deck is failing with temporary repairs completed in 2023 and major pool equipment past replacement cycle
201	23492	Design of the Civic Center Roofing & HVAC Repair	207,500	207,500	6,843,180	Defer	Funding for the design of roof replacement for 157 Main Street to address the leaking roof
201	23494	Design of City Administration Building	249,000	249,000	7,092,180	Defer	Funding for the design of the HVAC and roof replacement for 123 Main Street. The existing HVAC is no longer commercially available and requires custom parts to repair which can shut down the building. The roof is past the scheduled replacement schedule
211	17556	Westbound Bernal Avenue at First Street/Sunol Boulevard Intersection Improvements	1,120,776	1,120,776	8,212,956	Defer	Funding for street and sidewalk improvements beyond TIF scope. Due to potential future development, project is recommended to be deferred. Sunol Boulevard will need pavement work following water projects
201	17753	Century House Facility Assessment	4,643,500	4,000,000	12,212,956	Defer	\$643,500 reserved for installation of roof and new gutters and work to stabilize the house
201	24461	Climate Action Plan Implementation	1,000,000	1,000,000	13,212,956	Defer	Planning phase work for fleet needs at Public Works and Civic Center campuses
201	20774	Ken Mercer Skatepark	5,718,381	5,718,381	18,931,337	Defer	Design completed; project currently out to bid but not yet awarded

CIP Reserves Recommended to be Carried Foward

201	06418	CIPR - Capital Improvement Program Reserve	1,220,700	1,220,700		Reserve	Reserve Fund utilized to address variability in project bids and emergency projects
221	01737	General Trail Improvement and Development	91,747	91,747		Reserve	Reserve Fund utilized to address variability in project bids and emergency projects

Safety Projects Recommended being Carried Foward

201	23457	OSC Fire Alarm and Notification System	800,000	800,000		Carry Forward	Essential project to replace non-function and non-code compliant fire alarm system at 3333 Busch Road that parts are not available to repair
201	22482	Police Department Training Facility	31,305	31,305		Carry Forward	Essential project to reopen police training facility. Majority of funding from Facility Impact Fees
201	16437	ADA Transition Plan	120,000	120,000		Carry Forward	Essential project to update the ADA Transition Plan, are required to be eligible for Federal and State funding
201	22416	2022 Soundwall Repair & Replacement	190,242	190,242		Carry Forward	Funding to be used toward stabilization of Valley Avenue Sound Wall, CIP 18437
201	23416	2023 Soundwall Repair & Replacement	100,000	100,000		Carry Forward	Funding to be used toward stabilization of Valley Avenue Sound Wall, CIP 18437
201	24416	Annual Soundwall Repair & Replacement	125,000	125,000		Carry Forward	Funding to be used toward stabilization of Valley Avenue Sound Wall, CIP 18437
201	18437	Valley Ave Soundwall Replacement	987,140	987,140		Carry Forward	Essential project to install stabilization posts to support the existing wall between Hopyard Road and Santa Rita Road
211	11514	West Las Positas Boulevard Multimodal Reconstruction	912,397	912,397		Carry Forward	Essential project to reconstruct failed roadway between Hopyard Road and Stoneridge Drive and utilize grant funding for multimodal components
201	11514	West Las Positas Boulevard Multimodal Reconstruction	2,500,000	2,500,000		Carry Forward	Essential project to reconstruct failed roadway between Hopyard Road and Stoneridge Drive and utilize grant funding for multimodal components
441	23415	2023 Storm Repair & Replacement	305,678	305,678		Carry Forward	Essential project to design the Puri Court storm drain improvements
441	22484	Design and Construct Storm Drain Improvements	785,457	785,457		Carry Forward	Essential funding for local share of FEMA projects.
441	24415	Annual (2024) Storm Repair/Replacement	110,215	110,215		Carry Forward	Funding is being utilized to pay for incoming invoices for Santos Ranch culvert repairs
441	24662	Sycamore Creek Storm Drain Improvements	200,000	200,000		Carry Forward	Essential project to fund the scoping phase, including hydraulic analysis

Restricted Reserves to be Carried Foward

211	98590	Use of Dublin Fwy Reimbursement	2,108,462	-		Carry Forward	Funding received for the construction of various freeway interchanges on I-580 that the City advanced. El Charro & I-580 Interchange Improvements under design by City of Dublin. City has an obligation to cover improvements in the southwest quadrant
211	02523	Dougherty Valley Mitigation Reserve	377,694	-		Carry Forward	Traffic mitigation funding from developments in the City of Dublin

Projects Under Construction to be Carried Foward

201	06451	Landscape Median Construction & Renovation	7,092	Carry Forward	Plants on order for installation spring/summer 2024
211	23555	Annual Neighborhood Traffic Calming	4,830	Carry Forward	Project funding to be used toward work under bid in the resurfacing program
201	23493	Library Lighting Improvements	1,184,110	Carry Forward	Awarded construction contract
201	22795	Pleasanton Cricket Pitch & Field	250,000	Carry Forward	Construction completed; consideration of acceptance will be recommended to City Council in April
211	15525	Hopyard Road & Owens Drive Intersection Improvements	908,396	Carry Forward	Project out to bid. Required project for JDEDZ
211	21596	JDEDZ - ROW & Misc.	6,111	Carry Forward	Under construction/contract
211	23503	Annual Street Resurfacing & Preventative Maintenance	324,865	Carry Forward	Remaining project funding to be constructed under 24503; consideration of bid award by City Council in April 2024
221	22795	Pleasanton Cricket Pitch & Field	102,421	Carry Forward	Project completed; consideration of acceptance by City Council in April
221	24374	Motor Control Center Replacement and Temporary Power for the Ken Mercer Sports Park	152,972	Carry Forward	Under construction; awaiting equipment delivery
221	24747	Annual (2024) Irrigation Upgrades	22,310	Carry Forward	Under construction
201	14408	Library Roof Replacement	130,759	Carry Forward	Project accepted; remaining balance for retention release
201	23570	2023 Streets Preventative Maintenance	39,865	Carry Forward	Project accepted; remaining balance for retention release
201	20462	Lighting Improvements for the Railroad Parking Lot	40,281	Carry Forward	Project accepted; remaining balance for retention release
441	21457	Val Vista Underdrain Improvements	222,226	Carry Forward	Project accepted; remaining balance for retention release

Projects Previously Deferred

211	17518	2017 Bridge Evaluations Program	-	Deferred, 2023
201	20468	Short Term ACE Station Parking Solution	-	Deferred, 2023
201	20424	City Parking Lots - Resurfacing	-	Deferred, 2023
211	99567	2nd Bridge Bernal/Laguna	-	Deferred, 2023
211	05526	2nd Bridge Bernal/Laguna	-	Deferred, 2023
211	20569	Santa Rita Intersection Improvements	-	Deferred, 2023 TIFF Funding Shortfall
211	20565	Nevada Street Improvements	-	Deferred, 2023 TIFF Funding Shortfall