



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 16, 2024
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

The meeting will be held in-person 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 Balch
- Roll Call

Resolution No. 2024-013
Ordinance No. 2277

REPORT ON CLOSED SESSION

AGENDA AMENDMENTS

CONSENT CALENDAR

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

City Attorney

1. Introduce an omnibus ordinance to amend the Municipal Code in Chapters 1.22 Voluntary campaign contribution and expenditure limitation, 1.24 Administrative citations, 5.20 Business license exemptions, 6.56 Alarms, 13.08 Parks and Recreation Facilities, and Title 18 Zoning and waive first reading. Adopt resolutions to amend the Purchasing Procedures and Manual; and update the Master Fee

Schedule for Small Wireless Facility application fees and Police Department false alarm fines

City Manager

2. Adopt a resolution opposing California ballot initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act and authorize joining the CalCities Coalition
3. Adopt a resolution amending the local Conflict of Interest Code and updating the list of designated positions required to file Statements of Economic Interests
4. Enact revisions to commission structure: introduce an ordinance modifying the duties, membership and meeting frequency of the Civic Arts, Human Services, Library, and Parks and Recreation Commissions by amending Pleasanton Municipal Code title 2, chapters 2.39, 2.28, 2.34 and 2.32

Community Development

5. Actions of the Zoning Administrator and Planning Commission
6. Approve plans and specifications and award construction contract to Columbia Electric, Inc. in the amount of \$1,155,127 for the Valley Avenue at Northway Road Intersection Improvements Project (Bi-Annual Traffic Signal Installation, CIP No. 23532) with an approximately 13 percent contingency of \$147,394, for a total cost of \$1,302,521, and budget amendments in the Gas Tax and Traffic Impact Fee Funds

Finance

7. Approve a professional services agreement with The Pun Group, LLP for professional auditing services for a three-year contract with an option to extend the contract for two years for a total of five years for a total not to exceed amount of \$523,555 with up to 20 percent contingency
8. Adopt a resolution approving an interfund loan from the Equipment Replacement Fund to the Recycled Water Fund in the amount of \$965,160 for a term of not more than five years to redeem the outstanding 2017 Water Revenue Bonds; and approve amendments to the Fiscal Year 2023/24 Budget
9. Accept the monthly disbursements and investment report for February 2024

Fire

10. Public Hearing: Receive any protests and adopt a resolution to approve the 2024 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the city of Pleasanton

Police

11. Receive annual military equipment use report for 2023; introduce and waive first reading of an ordinance amending Ordinance No. 2246 to amend the Pleasanton Police Department's military equipment use policy to add equipment to the policy's military equipment inventory; and adopt a resolution accepting the annual military equipment use report for 2023 determining that the police department's use of military equipment in 2023 complied with the standards of approval and renewing the military equipment use policy

Public Works

12. Accept public improvements performed by ELLA for the Ken Mercer Cricket Field Project, CIP No. 22795 and a budget amendment to the Park Capital Improvement Program Fund.
13. Award a design professional services agreement to ENGEO Incorporated in the amount of \$782,407 with an approximately 5 percent contingency of \$39,593, for a total cost up to \$822,000 for various city sites damaged in the 2023 storm event, and approve budget amendments in the Storm Drain Replacement Fund
14. Approve plans and specifications, and award a construction contract to O'Grady Paving, Inc., in the amount of \$6,861,681, with an approximately 15 percent contingency of \$1,029,252, for the total cost up to \$7,890,933, for the Annual Street Resurfacing & Preventative Maintenance Project, CIP No. 24503 and approve budget amendments in the Gas Tax Fund, Measure BB - Bike & Pedestrian Fund, Measure BB Streets Fund, Measure F Fund, the General Fund, and the Streets Capital Improvement Fund
15. Award a professional services agreement to Kayuga Solution in the not-to-exceed amount of \$688,270 for the Asset Management Plan Project, CIP No. 24460, and authorize an amendment to the agreement with GHD, Inc., in the not-to-exceed amount of \$61,730 for the integration of MaintStar with the Asset Management Program
16. Adopt a resolution of summary vacation for public service and emergency vehicle access easements and acceptance of replacement emergency access easement and pedestrian access easement at 4452 Rosewood Drive

MEETING OPEN TO THE PUBLIC

17. Presentation of a proclamation recognizing April as Arts, Culture and Creativity Month
18. Presentation of a proclamation recognizing April 21-27 as National Crime Victims' Rights Week
19. Presentation of a proclamation recognizing April as Fair Housing Month

20. Presentation of a proclamation recognizing April as Sexual Assault Awareness Month
21. 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.

22. Adopt a resolution certifying an exception to the 180-day waiting period to appoint retired annuitant, Gina Anderson, to serve as Interim Police Chief pursuant to Government Code sections 7522.56 and 21224
23. Public Hearing - City Council review of Planning Commission approval of a proposed project at 3200 Hopyard Road for Design Review (P23-0177) and Vesting Tentative Tract Map 8672 for either: (Option 1) 57 attached condominium units in nine, three-story buildings (48 townhome-style units and nine apartment units); or (Option 2) 55 attached condominium units in eight, three-story buildings and two, two-story duet buildings (47 townhome-style units and eight apartment units); and City Council approval of an Affordable Housing Agreement for either Option 1 or Option 2
24. Bi-annual update to the City Council regarding Police department operations, services and activities

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.

April 16, 2024
City Attorney

TITLE: INTRODUCE AN OMNIBUS ORDINANCE TO AMEND THE MUNICIPAL CODE IN CHAPTERS 1.22 VOLUNTARY CAMPAIGN CONTRIBUTION AND EXPENDITURE LIMITATION, 1.24 ADMINISTRATIVE CITATIONS, 5.20 BUSINESS LICENSE EXEMPTIONS, 6.56 ALARMS, 13.08 PARKS AND RECREATION FACILITIES, AND TITLE 18 ZONING AND WAIVE FIRST READING. ADOPT RESOLUTIONS TO AMEND THE PURCHASING PROCEDURES AND MANUAL; AND UPDATE THE MASTER FEE SCHEDULE FOR SMALL WIRELESS FACILITY APPLICATION FEES AND POLICE DEPARTMENT FALSE ALARM FINES

SUMMARY

The omnibus ordinance is a regular process to update the municipal code to reflect new state laws, and have the code reflect current practices. These amendments are non-controversial and presented as one ordinance. Omnibus changes include:

Chapter 1.22 Voluntary campaign contribution and expenditure limitations – State law now requires a local candidate to establish a separate controlled committee and campaign bank account for each separate office.

Chapter 1.24 Administrative citations – Allow administrative citations to be issued for zoning code violations, as permitted by state law.

Chapter 5.20 Exemptions – State law exempts family day care homes from local business licenses.

Chapter 6.56 Alarms – Update fines for false alarms, which amounts have not changed since 1985. Change time period for cumulating false alarms and updating circumstances when alarm response may cease.

Chapter 13.08 Parks and Recreation Facilities – Prohibit dogs from tennis, pickleball, volleyball and bocce courts to prevent damage court surfaces and dog waste is a health and safety concern; and have policy requirements for alcohol service during recreation facility rentals.

Title 18 Zoning - Amendments to implement Housing Element programs and policies, and align with state law for low barrier navigation centers, single room occupancy unit facilities, supportive housing, residential care facilities, accessory dwelling units (ADU) and homeless shelters. Also update Chapter 18.144 Appeals to reflect the City Council Rules of Procedure and address court decisions to preserve due process.

There are two resolutions to:

Amend the Purchasing Procedures and Manual to: (a) add a definition for public project to align with state law; and (b) clarify that the City Manager, Public Works and Finance Directors must approve exigent circumstances to allow a capital improvement project to exceed the contract amount before having an amendment ratified by the Council.

Amend the Master Fee Schedule to update: Police Department false alarm fines; and Planning Division small wireless facility application fees; and provide for annual inflation adjustment.

RECOMMENDATION

Introduce the omnibus ordinance and waive first reading, and adopt two resolutions.

BACKGROUND

The municipal code must be amended regularly to reflect new California laws as well as actual City practices. These routine updates are combined into a single omnibus ordinance. Two resolutions are also proposed to amend the *Purchasing Procedures and Manual* to better guide contracting, and update the Master Fee Schedule.

DISCUSSION

Each of the proposed amendments to the municipal code are described below and shown in Attachment 1.

In Chapter 1.22 Voluntary campaign contribution and expenditure limitation - Changes to California law (AB 571) have made certain election campaign contribution limits newly applicable to candidates for local office. Now, a local candidate that has qualified as a committee must establish a separate controlled committee and campaign bank account for each specific office. Local candidates may not redesignate a committee for one election for another election. An amendment is proposed to state that requirement in §1.22.025.

In Chapter 1.24 Administrative Citations - Under the current municipal code, a person with property that violates the zoning code (for example, illegal use of property, unpermitted outdoor storage, etc.) is subject to a criminal infraction (see Ch. 1.12 General Penalty) or a civil injunction (see Ch. 1.16 injunctive Relief). In staff's experience, administrative citations are a more effective means of achieving code compliance, and are allowed for zoning code violations under Cal. Government Code §53069.4. Amendments are proposed to §§1.24.010 and 1.24.030 to allow citations for zoning code violations.

In Chapter 5.20 Exemptions - Recent changes to California law (SB 234 amending Cal. Health & Safety Code §1597.45(b)) now exempt large and small family day care homes from local business license requirements. An amendment is proposed to state that exemption in Title 5 Business Licensing and Taxation, Chapter 5.20 Exemptions.

In Chapter 6.56 Alarms - Amend §6.56.050 Termination of police service. Police Department patrol units respond to commercial and residential alarms, but over 95% are false alarms. To encourage proper system operation, and discourage false alarms, the City imposes fines for false alarms. Fines were set in 1985 and have not changed for almost 40 years. The proposed amendment would update the code to reflect actual department practices for responding to multiple false alarms, update fines in the Master Fee Schedule to reflect a portion of the actual cost of police response, maintain higher fines for repeat false alarms (allowed by Cal. Govt. Code §36901), and include an automatic inflation adjustment.

In Chapter 13.08 Parks and Recreation Facilities – Amend §13.08.080 Dogs in public parks. To prevent animal waste on tennis, pickleball, volleyball and bocce ball courts, and damage to court surfacing, an amendment is proposed to prohibit dogs from these courts, whether leashed or unleashed. This is similar to the existing prohibition of dogs in the fenced areas of the softball and baseball fields.

In Chapter 13.08 Parks and Recreation Facilities – Amend §13.08.130 Alcoholic Beverage. Amendment to reflect actual City practice of allowing persons renting recreation facilities (e.g. Senior Center, Veterans’ Hall) to serve alcohol, where City may require server to have Cal. Dept. of Alcohol Beverage Control (ABC) license (e.g. bartender or caterer license) and the renter to provide host liquor liability insurance.

In Title 18 Zoning Code:

Chapter 18.08 Definitions – add new definitions for: low barrier navigation center, single room occupancy unit, residential care facility, and transient occupancy; and amend the definition of: supportive housing to reflect changes in state law, operations services director to public works director, and zoning administrator to include designee per actual practice.

Chapter 18.36 RM Multi-family residential districts - amend conditional uses in multi-family residential districts to add as conditional uses single room occupancy unit facilities, and as permitted uses residential care facilities with up to six residents, and low barrier navigation centers. Also related changes to off-street parking in 18.88.030. These changes are needed to conform with state law.

Chapter 18.107 Supporting housing, transitional housing, and single room occupancy unit facilities – added new definitions and standards to comply with state law (AB 2339 of 2022).

Chapter 18.106 Accessory and junior accessory dwelling units - changes to allowed height and rental provisions to align with state law (AB 2221 and SB 897 of 2022).

Section 18.82.040 Permitting procedures and standards – amend parking requirements and minimum separation requirements for homeless shelters as required by state law (AB 2553 of 2020).

These amendments to Title 18 Zoning Code implement Housing Element Policy 4.3 “Update City codes, policies and regulations, or implementation thereof, as needed to comply with state law and remove governmental constraints on housing production.”; and Policy 5.3 “Provide opportunities, including appropriately zoned sites, to accommodate housing that can assist individuals’ transition from homelessness, including Single Room Occupancy Units (SROs), emergency shelter and transitional housing for unhoused residents.”

Chapter 18.144 Appeals - Amendments are proposed to harmonize with the City Council Rules of Procedure Section 13.3.3. Council Review, as well as to meet due process considerations in response to court decisions.

The two proposed resolutions address the following:

1. The *Purchasing Procedures and Manual* guides the purchase of goods and services, as well as bidding processes for public works projects. (Attachment 2)

The first amendment proposes to add a definition of “public project” to align with California Public Contracts Code §22022(c) to clarify which types of project are subject to formal bidding

processes. The City previously by Resolution No. 91-170 elected to have the City implement the state's Uniform Public Construction Code Accounting Act.

The second amendment relates to agreements where work exceeds the agreement amount. In the Manual and Municipal Code Chapter 3.32, the Council approves agreements for capital construction projects greater than \$200,000. The Manual is proposed to be amended to: (a) allow the City Manager, Finance Director and Public Works Director to administratively approve an increase in work for such an agreement that would be above the amount and contingency approved by the City Council; (b) limit such administrative action to time-critical situations when prior Council approval is not possible (for example, open trench for pipe construction project encounters unknown conflict that needs extra work to minimize time trench is open); and (c) require that formal City Council ratification of an amendment to the agreement be brought to City Council at the next City Council meeting when noticing and agenda requirements can reasonably be met.

2. The Master Fee Schedule is also proposed to be amended (Attachment 3) to:

- a. Wireless service facilities are regulated by Municipal Code Chapter 18.110. In response to Federal Communication Commission (FCC) rule changes in 2019, fees were adopted for processing small wireless facility applications (see Res. 19-1124). It is proposed that the Master Fee Schedule be amended to adjust the fees for inflation from 2019 to 2024, and then provide for an annual inflation adjustment.
- b. False alarm fines in the Master Fee Schedule were set in 1985. This amendment would update the fines to reflect a portion of the actual current cost of police response, and include an automatic inflation adjustment.

EQUITY AND SUSTAINABILITY

Updating the Municipal Code, *Purchasing Procedures and Manual*, and Master Fee Schedule, furthers, for example, equitable access to recreational facilities by eliminating director discretion in approval of rentals where alcohol is proposed to be served, and instead sets policies uniformly applicable to all persons. For sustainability, code changes to prohibit dogs on sports courts keeps these recreational resources used for their intended purpose for longer periods, and requires less maintenance.

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 *Safeguarding our City*, Strategy 1, by implementing changes to improve emergency preparedness capabilities by preserving police patrol resources by reducing false alarms by updating fines; *Building a Community Where Everyone Belongs*, Strategy 6, by implementing the Housing Element programs by updating zoning code provisions regarding accessory dwelling units to align with state law; and *Funding our Future*, Strategy 6 by updating the City's fee schedule to ensure fees charges represent costs of services.

FISCAL IMPACT

The amendment to the Master Fee Schedule will update: Planning Division small wireless facility application fees (adopted and unchanged since 2019) to reflect current costs; and Police Department false alarm fines (unchanged since 1985) to reflect current costs for police response. Both will include an annual inflation adjustment going forward.

Prepared by:



Larissa Seto, Assistant City Attorney

Submitted by:



Dan Sodergren, City Attorney

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Omnibus Ordinance Pleasanton Municipal Code amend
2. Resolution Purchasing Procedures and Manual
3. Resolution Master Fee Schedule

ORDINANCE NO.

AN OMNIBUS ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING CHAPTERS 1.22 VOLUNTARY CAMPAIGN CONTRIBUTION AND EXPENDITURE LIMITATION, 1.24 ADMINISTRATIVE CITATIONS, 5.20 EXEMPTIONS, 6.56 ALARMS, 13.08 PARKS AND RECREATION FACILITIES, AND TITLE 18 ZONING

WHEREAS, on an annual basis multiple amendments are proposed for the Pleasanton Municipal Code to make changes to align with evolving state law, changed city staff positions and titles, as well as to reflect actual city practices; and

WHEREAS, California law (AB 571) requires that a candidate for local office that has qualified as a committee must establish a separate controlled committee and campaign bank account for each specific office. Local candidates may not redesignate a committee for one election for another election; and

WHEREAS, California law (Cal. Govt. Code §53069.4(a)(2)(A)) allows for administrative citations to be issued for zoning code violations; and

WHEREAS, California law (Cal. Health & Safety Code §1597.45(b)) now exempts large and small family day care homes from local business license requirements; and

WHEREAS, since 95% of residential and commercial alarms are false, amendments would update the code to reflect actual department practice for multiple false alarms, and update fines; and

WHEREAS, sports court surfaces, as well as health and safety, are protected by prohibiting dogs from being on sports courts; and

WHEREAS, to reflect actual city practices, formally allow persons renting recreation facilities to have alcohol served by Alcohol Beverage Control licensed persons when there is a rental agreement and liquor liability insurance; and

WHEREAS, multiple sections of the Zoning Code need to be updated to implement state law regarding accessory dwelling units per AB 2221 and SB 897; as well as to implement Housing Element programs and policies for low barrier navigation centers, single room occupancy unit facilities, supportive housing, and residential care facilities; and amend Chapter 18.144 Appeals to reflect the City Council Rules of Procedure and preservation of due process.

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

SECTION 1. Finds that the proposed amendments to the Pleasanton Municipal Code have no possibility to have a significant effect on the environment per Title 14 California Code of Regulations (CEQA Guidelines) §15061(b)(3).

SECTION 2. Amends the Pleasanton Municipal Code as shown in Exhibit A, attached and incorporated by this reference.

SECTION 3. A summary of this ordinance shall be published once within fifteen (15) days after its adoption in "The Valley Times," a newspaper of general circulation published in the

City of Pleasanton, and the complete ordinance shall be posted for fifteen (15) days in the City Clerk's office within fifteen (15) days after its adoption.

SECTION 4. This ordinance shall be effective thirty (30) days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 16, 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Karla Brown, Mayor

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

Amend §1.22.025 as follows:

§1.22.025 Voluntary campaign contribution limitation.

- A. No person shall make any contribution(s) to a candidate for the office of council member or mayor in a general election, cumulated with such person's contribution(s) to such candidate's-controlled committees, which exceed the cumulative amount of \$1,000.00, nor shall any such contribution(s) which exceed the cumulative amount of \$1,000.00 be accepted by any candidate or candidate's committee from any person.
- B. No person shall make any contribution(s) to a candidate for the office of council member or mayor in a special election, cumulated with such person's contribution(s) to such candidate's-controlled committees, which exceed the cumulative amount of \$1,000.00, nor shall any such contribution(s) which exceed the cumulative amount of \$1,000.00 be accepted by any candidate or candidate's committee from any person.
- C. The voluntary contribution limits stated in subsections A and B of this section shall not apply to contributions made or received in support of, or in opposition to, a ballot measure, nor shall said voluntary contribution limits apply to contributions made by a candidate to his or her own campaign.
- D. A candidate may transfer non-surplus campaign funds from that candidate's-controlled committee to a campaign committee for elective city office controlled by the same candidate. Candidates may not redesignate a committee for one election for another election. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor shall not exceed the limits set forth in subsections A and B of this section. A committee transferring funds must designate in its records at the time of its first transfer whether it elects the "last in, first out" or a "first in, first out" method of accounting for the current and future transfers. This designation is irrevocable. Candidates and committees shall comply with the campaign finance requirements set forth in Section 18536 of Title 2 of the California Code of Regulations, as amended, except that references therein to state contribution limits shall be deemed to refer to the requirements of this chapter.
- E. Notwithstanding the foregoing, it is acknowledged that the contribution limits of this chapter are voluntary, and candidates, candidates' committees and other persons must still adhere to the requirements of state law regarding state contribution limits.

Add a new §5.20.035 as follows:

§5.20.035 Family day care homes. The provisions of this title shall not apply to family day care homes, whether small or large, as defined in Cal. Health & Safety Code §§1597.30 et seq.

Amend §6.56.050 as follows:

§6.56.050 Termination of police service.

Violation of any of the following items may result in a fine or termination of police response to any alarm signal received by the police department and service may not be renewed until authorized by the chief of police, or designee.

- A. False alarms.

1. The following lists the allowable number of alarms within a specified time period, finer and the rules of violation:
 - a. One false alarm in the any 90-day prior 365-day period; no action;
 - b. Second or third false alarm in any 90-day prior 365-day period: fine as provided in Master Fee Schedule and, a telephone call will be placed to attempt will be made to contact the business or residence advising of the existence of any alarm policy, and ordinance and outlining expected remedial action;
 - ~~c. Third false alarm in any 90-day period, a registered letter will be mailed to the owner or lessee with a copy of the alarm ordinance codified in this chapter;~~
 - ~~d.c.~~ Fourth or more false alarms in any 90-day prior 365-day period: fine as provided in the Master Fee Schedule, and will result in a \$50.00 charge being levied. Failure to pay will result in placement on a no-response list;
 - ~~e. Fifth false alarm will result in a \$200.00 charge and placement on a no-response list;~~
 - ~~f.d.~~ Any further Sites with repeated false alarms will may result in no response by the police department if such business or residence fails to take adequate action to address proper system operation in the reasonable determination of the chief of police, or designee.
 - ~~g. Any business or residence on a no-response list will be returned to full service upon completion of a 90-day period with no more than one false alarm response and payment of all outstanding fees. This return to service will require payment of a reconnection fee.~~
 2. The intentional activation of an alarm system by any person when an emergency situation does not exist. Such emergency situations are to include only those unlawful acts for which the alarm system was specifically designed to detect or to alert the police department. These alarms normally will be burglary, robbery, or intrusion alarms.
- B. Exceptions.
1. A 30-day adjustment period will be allowed to correct mechanical problems for any new, improved or replaced alarm system:
 2. If the user shows demonstrates to the satisfaction of the Chief of Police, or designee, that a any false alarm was the solely the result of conditions beyond the his or her user's control and not the result of negligence by him or herself user or any of his or her user's employees, and if the result of any defect in the alarm system he or she that a diligent user neither knew nor should have known in the exercise of due care, such false alarm shall may be determined by the Chief of Police, or designee, not to be deemed a false alarm as used in this section.

Amend §13.08.080 as follows:

§13.08.080 Dogs in public parks.

- A. No owner of a dog shall permit such dog to be at large in any park and recreation facility except as provided in Section 7.16.010 of this code, this section, or Section 13.08.085 of this chapter.
- B. No owner of a dog shall permit such dog, whether leashed or unleashed, to be in or upon:
1. The fenced fields at the Ken Mercer Softball Complex or, Val Vista Community Park, and or the Bernal Community Parks; or
 2. Any tennis court, pickleball court, volleyball court (whether paved or sand), or bocce ball court.
- C. Any dog, except a "dangerous dog" as defined in this section, may be at large in the designated dog exercise area of Muirwood Community Park, Cubby's Dog Park and any other dog exercise area as designated by the city council provided:

1. The dog is under the control of a person in charge of the dog. For the purposes of this section, a dog is under the control of a person when the person is aware of the dog's conduct, and the dog immediately and directly returns to the person when called;
 2. The owner of the dog shall have a leash for the dog in the owner's possession; and
 3. The number of dogs shall not exceed three per person in charge of the dogs. The person in charge of the dog shall remove immediately any feces left by the dog in the dog exercise area and dispose of such feces.
- D. For purposes of this section, "dangerous dog" means:
1. Any dog which has a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of any person or domestic animal or fowl; or
 2. Any dog which engages in, or is found to have been trained to engage in, exhibitions of dogfighting; or
 3. Any dog at large found to attack, menace, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person or domestic animal or fowl.
- E. For purposes of this section, "dangerous dog" does not mean:
1. Any dog assisting a peace officer engaged in law enforcement duties; or
 2. Any dog in a situation in which it is shown that the person or domestic animal or fowl which had been bitten, attacked, threatened or menaced had:
 - a. Provoked, tormented, teased, or abused the dog into the behavior alleged, or
 - b. Committed a willful trespass or other tort or crime upon the private property of the owner or person in control of the dog, or
 - c. Threatened or committed an unprovoked assault or battery against the owner or person in control of the dog.

Amend §13.08.130 as follows:

§ 13.08.130 Alcoholic beverages.

No person shall drink, serve or provide any alcoholic beverage in any park and recreation facility, except in connection with an event or activity which has ~~the a~~ written rental agreement with the city; where a renter may be required to hire a company with an appropriate Cal. Dept. of Alcohol Beverage Control license and obtain host liquor liability insurance as set forth in Facility Procedures and Rules, as may be amended~~permission of the director.~~

Amend §18.08.010 as follows:

§18.08.010 City boards, commissions and officials.

A. City Boards and Commissions.

1. "City" means the city of Pleasanton, Alameda County, California.
2. "City council" and "council" mean the city council of the city of Pleasanton.
3. "City planning commission," "planning commission" and "the commission" mean the planning commission duly appointed by the city council of the city of Pleasanton.

B. City Officials.

1. "Building inspector" means the building inspector of the city of Pleasanton, or designee.
2. "Chief of police" means the chief of police of the city of Pleasanton, or designee.
3. "City attorney" means the city attorney of the city of Pleasanton, or designee.
4. "City clerk" means the city clerk of the city of Pleasanton, or designee.
5. "City engineer" means the city engineer of the city of Pleasanton, or designee.
6. "Community development director" means the community development director of the city of Pleasanton, or designee.

7. "Operations services director" means the ~~operations services~~ public works director of the city of Pleasanton, or designee.
8. "Planning manager" means the planning manager of the city of Pleasanton, or designee.
9. "Public works director" means the public works director of the city of Pleasanton, or designee.
10. "Secretary" means the secretary of the city planning commission.
119. "Zoning administrator" means the zoning administrator of the city of Pleasanton, or designee ~~his or her deputy designated by the city manager of the city of Pleasanton.~~

Add a new §18.08.332 as follows:

§18.08.332 Low Barrier Navigation Center

"Low Barrier Navigation Center" means a low-barrier, service-enriched shelter that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing, with the objective of moving them into permanent housing. "Low Barrier" means best practices to reduce barriers to entry; accordingly, a low barrier navigation shelter may allow: (1) the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth; (2) pets; (3) the storage of possessions. (4) privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms. A low barrier navigation center shall meet the requirements in Government Code Section 65662, as amended.

Add a new §18.08.507 as follows:

§18.08.507 Single Room Occupancy Unit

"Single Room Occupancy Unit" means one-room dwelling unit of at least 150 square feet, where the unit is occupied by a single individual or two persons living together as a domestic unit, and where the living and sleeping space are combined, in a building or buildings constructed or converted to such residential living. A single room occupancy unit is not required to contain a bathroom or a kitchen if common bathroom or kitchen facilities are provided on-site for residents at a single room occupancy unit facility. Common facilities for laundry may or may not be provided on the site of a single room occupancy unit facility.

Amend §18.08.552 as follows:

§18.08.552 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing must meet the requirements of California Government Code §65651, as amended. (See California Health and Safety Code 50675.14(b)(2).)

Add a new §18.08.471 as follows:

§18.08.471 Residential Care facility

Residential care facility means a single-family dwelling or group residential facility licensed or supervised by a federal, state, or local health/welfare agency that provides 24-hour non-medical or medical care of unrelated persons who are disabled and in need of personal services, supervision, or assistance that is essential for sustaining the activities of daily living or for the protection of the individual in a family-like environment.

Add a new §18.08.569 as follows:

§18.08.569 Transient occupancy

"Transient occupancy" means when a person is entitled to occupancy for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

Amend §18.36.030 as follows:

§18.36.030 Permitted uses.

The following uses shall be permitted in the RM multi-family residential districts:

- A. One-family dwellings in which not more than two guest sleeping rooms may be used for lodging or boarding.
- B. Multi-family dwellings.
- C. Combinations of attached or detached dwellings, including duplexes, multi-family dwellings, dwelling groups, row houses and townhouses.
- D. Nursing homes and senior care/assisted living facilities for not more than three patients.
- E. Accessory structures and uses located on the same site as a permitted use and the following accessory structures and uses located on the same site with a permitted use or with a conditional use which has been granted a use permit in accord with the provisions of Chapter 18.124 of this title:
 - 1. Emergency standby electricity generator, fuel cell, and/or battery facilities provided that the facilities shall be tested from 8:00 a.m. to 5:00 p.m. Monday through Friday or from 10:00 a.m. to 12:00 noon on Saturday or Sunday only; the facilities shall not be tested for more than one hour during any day, and no testing shall be on federal holidays or on "Spare the Air Days" in Alameda County;
 - 2. Photovoltaic facilities.
- F. Not more than two weaned household pets, excepting fish and caged birds.
- G. Large and small family daycare homes.
- H. Accessory dwelling or junior accessory dwelling units meeting the requirements in Chapter 18.106 of this title.
- I. Employee housing (agricultural) that complies with California Health and Safety Code Sections 17008, 17021.5 and the other applicable provisions of the Employee Housing Act at California Health and Safety Code Section 17000 et seq., and to include a residential safety management plan.
- J. Supportive housing, subject to the provisions of Chapter 18.107.
- K. Transitional housing, subject to the provisions of Chapter 18.107.
- L. Beekeeping meeting the requirements of Chapter 18.103 of this title.
- M. Residential care facilities with up to 6 residents.
- N. Low-barrier navigation center.

Add a new §18.36.035 as follows:

§18.36.035 Minor Conditional Uses.

A. Single room occupancy unit facilities with up to 10 single room occupancy units, in accordance with the regulations prescribed in Chapter 18.107 of this title.

B. Residential care facilities with more than 6 residents within an existing dwelling or group residential facility. Residential care facilities must meet the parking standards of 18.88.030(5).

Amend §18.36.040 as follows:

§18.36.040 Conditional uses.

The following conditional uses shall be permitted in the RM districts upon the granting of a use permit, in accord with the provisions of Chapter 18.124 of this title:

- A. Charitable institutions.
- B. Churches, convents, monasteries, parish houses, parsonages and other religious institutions.
- C. Golf courses.
- D. Hospitals and sanitariums, not including hospitals and sanitariums for mental, drug addict or liquor addict cases.
- E. Lodging houses.
- F. In the RM-1,500 district only, motels.
- G. Nursery schools.
- H. Private recreation parks and swim clubs.
- I. Private schools, tutorial schools, and colleges, not including art, craft, music, dancing, business, professional or trade schools or colleges.
- J. Private noncommercial clubs and lodges, not including hiring halls.
- K. Public utility and public service facilities including pumping stations, power transmission stations, power distribution stations, equipment buildings, service yards, drainageways and structures, water reservoirs, percolation basins, well fields, and storage tanks. These facilities must be found by the planning commission to be necessary for the public health, safety, or welfare.
- L. Trailer parks in accord with the regulations prescribed in Chapter 18.108 of this title.
- M. Accessory structures and uses located on the same site as a conditional use and the following accessory structures and uses located on the same site as a permitted use or a conditional use that has been granted a use permit:

1. Small electricity generator facilities located on the same site as multi-family dwellings, a charitable institution, religious institution, golf course, hospital, sanitarium, lodging house, motel, nursery school, nursing home, senior care/assisted living facility, private recreation park, private swim club, private school, private noncommercial club, or public facility and that meet the following criteria:

- a. The fuel source for the generators shall be natural gas, biodiesel, or the byproduct of an approved cogeneration or combined cycle facility;
- b. The facilities shall use the best available control technology to reduce air pollution;
- c. The facilities shall not create any objectionable odors at any point outside of the property plane where the facilities are located;
- d. The facilities shall not exceed a noise level of 45 dBA at any point on any residentially zoned property outside of the property plane where the facilities are located;
- e. On a site with fuel cell facilities, small electricity generator facilities shall not be permitted unless the aggregate wattage of the two facilities is less than one megawatt. If the aggregate wattage of the two facilities is one megawatt or greater, the small electricity generator facilities shall be subject to all requirements and processes prescribed in this title for medium or large electricity generator facilities, whichever is the most applicable, in the subject zoning district; and

- f. The facilities shall be cogeneration or combined cycle facilities, if feasible;
 - 2. Small fuel cell facilities that meet the following criteria:
 - a. The facilities shall not create any objectionable odors at any point outside of the property plane where the facilities are located;
 - b. The fuel cell facilities shall not exceed a noise level of 45 dBA at any point on any residentially zoned property outside of the property plane where the facilities are located; and
 - c. On a site with electricity generator facilities, small fuel cell facilities shall not be permitted unless the aggregate wattage of the two facilities is less than one megawatt. If the aggregate wattage of the two facilities is one megawatt or greater, the small fuel cell facilities shall be subject to all requirements and processes prescribed in this title for medium or large fuel cell facilities, whichever is the most applicable, in the subject zoning district;
- Small fuel cell facilities are encouraged to be cogeneration or combined cycle facilities.

N. Home occupations conducted in accord with the regulations prescribed in Chapter 18.104 of this title.

O. Small bed and breakfasts and bed and breakfast inns in accordance with provisions of Chapter 18.124 of this title.

P. Single room occupancy unit facilities with more than 10 single room occupancy units, in accordance with the regulations prescribed in Chapter 18.107 of this title.

Amend §18.88.030 as follows:

§ 18.88.030 Schedule of off-street parking space requirements.

- A. Dwellings and Lodgings.
 - 1. One-family dwelling units shall have at least two parking spaces.
 - 2. Condominiums, community apartments and separately owned townhouses shall have at least two parking spaces per unit.
 - 3. Apartment house parking requirements shall be computed as follows:
 - a. For apartments with two bedrooms or less, a minimum of two spaces shall be required for each of the first four units; one and one-half spaces for each additional unit.
 - b. For apartments with three or more bedrooms (or two bedrooms and a den convertible to a third bedroom), a minimum of two spaces per unit shall be required. Parking requirements for units having less than three bedrooms shall be computed separately from the requirements for units having three bedrooms or more and then added together.
 - c. Visitor parking, in a ratio of one parking space for each seven (1:7) units, shall be provided. All visitor parking spaces shall be clearly marked for this use. Visitor parking may be open or covered and does not count as part of the covered parking requirement described in subsection A4 of this section.
 - 4. At least one space per dwelling unit of the off-street parking required in subsections (A)(1), (A)(2) and (A)(3) of this section shall be located in a garage or carport.
 - 5. Motels, hotels, residential care facilities, lodging houses and private clubs providing guest sleeping accommodations shall have at least one space for each guest sleeping room or for each two beds, whichever is greater, plus at least one space for each two employees.
 - 6. Trailer parks shall have a minimum of one space for each unit, plus at least one additional space for each three units, none of which shall occupy area designated for access drives.

7. Small bed and breakfasts and bed and breakfast inns shall have at least one space for each guest sleeping room plus at least one space for each employee on maximum shift. In addition, at least two parking spaces, one of which must be covered, shall be provided for residents of small bed and breakfasts and bed and breakfast inns; the zoning administrator may require only one parking space, which may be uncovered, for a resident manager of a bed and breakfast inn.
 8. Accessory dwelling units shall adhere to the parking requirements in Chapter 18.106.
 9. Housing developments as defined in Chapter 18.101 of this title of this title shall comply with the parking requirements identified therein.
 - B. Offices, Commercial Uses and Places of Public Assembly in the C-N and C-R Districts.
 1. C-N District. One space for each 180 square feet of gross floor area, plus 10 spaces in addition to spaces occupied by cars being serviced on the site of each service station, plus additional spaces for each open use as prescribed by the zoning administrator. For banks and other financial institutions (commercial banks, credit unions, and savings and loans)—one space for each 300 square feet of gross floor area, except for floor area used for storage.
 2. C-R District. Parking requirements shall be established by the zoning administrator and/or planning commission on a case by case basis in accordance with the purposes of Chapter 18.20 of this title.
 - C. Office, Commercial and Industrial Uses not in the C-N or C-R District.
 1. Food stores—one space for each 150 square feet of gross floor area.
 2. Banks and other financial institutions (commercial banks, credit unions, and savings and loans)—one space for each 300 square feet of gross floor area, except floor area used for storage.
 3. Massage establishments—two spaces for each massage technician, plus the requirements for supplementary uses.
 4. Retail stores except food stores and stores handling only bulky merchandise; personal service establishments including barbershops and beauty shops, cleaning and laundry agencies, and similar enterprises—one space for each 300 square feet of gross floor area, except for floor area used exclusively for storage or truck loading.
 5. Commercial service enterprises, repair shops, wholesale establishments, and retail stores which handle only bulky merchandise such as furniture, household appliances, machinery, and motor vehicles—one space for each 500 square feet of gross floor area, except for floor area used exclusively for storage or truck loading.
 6. Public and private business and administrative offices, and technical services offices (including, but not limited to, accountants, architects, attorneys, engineers, insurance, real estate and similar professions)—one space for each 300 square feet of gross floor area.
 7. Medical and dental offices (including, but not limited to, chiropractors, dentists, optometrists, physicians and similar professions)—one space for each 150 square feet of gross floor area, or six spaces for each doctor, whichever is greater.
 8. Restaurants, bars, brew pubs, soda fountains, cafés and other establishments for the sale and consumption on the premises of food or beverages—one space for each three seats or each 200 square feet of gross floor area, whichever is greater.
 9. Full service stations—10 spaces exclusive of work bays.
 10. Self-service stations—one parking space and an additional parking space for each employee on the maximum shift.
 11. Quick service stations—one parking space for each 500 square feet of gross floor area.
 12. Full service car washes—two parking spaces for every three employees on the maximum shift. Self-service car washes—one parking space for each employee on the maximum shift.
- Drive-through car washes located and operated with a full service or self-service service

station or self-service car wash—no additional parking spaces are required.

13. Manufacturing plants and other industrial uses, warehouses, storage buildings, and storage facilities combined with commercial or industrial uses—one space for each employee on the maximum shift, or one space for each 300 square feet of gross floor area.

14. Open uses and commercial and industrial uses conducted primarily outside of buildings—one space for each employee on the maximum shift, plus the number of additional spaces prescribed by the zoning administrator.

15. Liquor stores—one space for each 150 square feet of gross floor area except for floor area used exclusively for storage and/or truck loading. For the purposes of this section, "liquor store" shall mean a business establishment the main function of which is the off-sale of liquor, wine and/or beer.

16. Veterinarians' offices and small animal hospitals—one space for each 250 square feet of gross floor area.

17. Convenience markets—one parking space for each 150 square feet of gross floor area. If less than 1,300 square feet in size and operated as an incidental use to a full service or self-service station, then one parking space shall be provided for each 400 feet of gross floor area.

18. Microbreweries—one parking space for each 300 square feet of gross floor area, plus one space for each person in tours greater than five persons.

19. Commercial basement storage for the public—one parking space per on-site storage employee and one parking space for storage customers. This parking requirement is in addition to the parking required for other uses on site.

D. Places of Assembly and Public Uses Not in the C-N or C-R District.

1. Auditoriums, churches, private clubs and lodge halls, community centers, mortuaries, sports arenas and stadiums, theaters, auction establishments and other places of public assembly, including church, school and college auditoriums—one space for each six seats or one space for each 60 square feet of floor area usable for seating if seats are not fixed, in all facilities in which simultaneous use is probable as determined by the zoning administrator. Where subsection E of this section requires a greater number of spaces on the site of a church, school or college, that subsection shall apply and the requirements of this subsection shall be waived.

2. Bowling alleys and pool halls—five spaces for each alley; two spaces for each billiard or pool table.

3. Dance halls—one space for each 50 square feet of gross floor area used for dancing.

4. Homeless shelters—one parking space for every four beds plus one parking space for each employee on the largest shift, plus one parking space for each company vehicle.

5. Hospitals, sanitariums, nursing homes and charitable and religious institutions providing sleeping accommodations—two spaces for each three beds, one space for each two employees, and one space for each staff doctor.

6. Libraries, museums, art galleries and similar uses—one space for each 600 square feet of gross floor area and one space for each employee.

7. Post offices—one space for each 600 square feet of gross floor area and one space for each employee.

8. Cemeteries, columbariums and crematories—one space for each employee, plus the number of additional spaces prescribed by the zoning administrator.

9. Public buildings and grounds other than schools and administrative offices—one space for each employee, plus the number of additional spaces prescribed by the zoning administrator.

10. Public utility structures and installations—one space for each employee on the maximum shift, plus the number of additional spaces prescribed by the zoning administrator.

11. Bus depots, railroad stations and yards, airports and heliports, and other

transportation and terminal facilities—one space for each employee, plus the number of additional spaces prescribed by the zoning administrator.

E. Educational Facilities.

1. Schools and colleges, including public, parochial and private elementary and high schools, kindergartens and nursery schools—one space for each employee, including teachers and administrators and one space for each four students in grade 10 or above. Where subsection (D)(1) of this section requires a greater number of spaces on the site of a school or college, subsection (D)(1) of this section shall apply and the requirements of this subsection (E)(1) shall be waived.

2. Business, professional trade, art, craft, music and dancing schools and colleges—one space for each employee, including teachers and administrators and one additional space for each two students 16 years or older.

F. Property Zoned C-C or O and in the Downtown Revitalization District.

1. All uses, with the exception of office uses on the ground floor of new buildings on sites with frontage on Main Street, shall provide parking or pay equivalent in lieu parking fees at the rate of one space for each 300 square feet of gross floor area. However, uses which have lower parking requirements as stated elsewhere in this section may provide parking or pay equivalent in lieu fees according to that lower standard.

2. Office uses on the ground floor of new buildings with frontage on Main Street shall provide parking or pay equivalent in lieu parking fees at the rate of one space for each 250 square feet of gross floor area. Such office uses which are established anytime within the first five years of the building's occupancy, including tenant spaces which convert from nonoffice to office use within the first five years of building occupancy, shall provide the additional parking or pay the in lieu fee based on the additional parking required for office use.

Amend Chapter 18.107 as follows:

Chapter 18.107 SUPPORTIVE HOUSING, AND TRANSITIONAL HOUSING, AND SINGLE ROOM OCCUPANCY UNIT FACILITIES

§18.107.010 Purposes.

The purpose of this chapter is to provide procedures and standards to encourage and facilitate the establishment of supportive housing ~~and~~ transitional housing, and single room occupancy unit facilities.

The further purpose of this chapter is to comply with the requirements of Senate Bill 02 (2007) codified in California Government Code Sections 65582, 65583 and 65589.5.

§18.107.020 Applicability.

All supportive housing and transitional housing shall comply with the provisions of this chapter.

§18.107.030 Supportive housing—Permitting procedures and standards.

A. Supportive housing shall be considered a residential use for which only the restrictions that apply to other residential uses of the same type in the same zone shall be applied.

B. Supportive Housing with Six or Fewer Persons in a Dwelling Unit. Supportive housing that provides shelter for six or fewer persons in a dwelling unit shall be a permitted use in the A (agricultural), R-1 (one-family residential), RM (multi-family residential), C-C (central commercial), H-P-D (hillside planned development) and comparable PUD (planned unit development) zoning districts if the following development standards and regulations are met:

1. On-site or off-site services are provided to assist supportive housing residents in retaining housing, improving their health status, and maximizing their ability to live, and where possible, work in the community.

2. Off-street parking is provided in accordance with Chapter 18.88 (Off-Street Parking and Loading Regulations).

3. All new construction or conversion of existing structures complies with Chapter 18.20 (Design Review).

4. All other applicable provisions of this title are met.

C. Supportive Housing with More than Six Persons in a Dwelling Unit. Supportive housing that provides shelter for more than six persons in a dwelling unit shall be a permitted use in the RM (multi-family residential) zoning district if the following development standards and regulations are met:

1. On-site or off-site services are provided to assist supportive housing residents in retaining housing, improving their health status, and maximizing their ability to live, and where possible, work in the community.

2. Off-street parking is provided in accordance with Chapter 18.88 (Off-Street Parking and Loading Regulations).

3. All new construction or conversion of existing structures complies with Chapter 18.20 (Design Review).

4. All other applicable provisions of this title are met.

5. To calculate the maximum allowed residential density for group supportive housing the first six beds shall be deemed equivalent to one dwelling unit. Thereafter every three beds shall be deemed equivalent to one dwelling unit.

D. Supportive housing must meet the requirements of California Government Code Section §65651, as amended.

§18.107.040 Transitional housing—Permitting procedures and standards.

A. Transitional housing is to be considered a residential use for which only the restrictions that apply to other residential uses of the same type in the same zone shall be applied.

B. Transitional Housing with Six or Fewer Persons in a Dwelling Unit. Transitional housing that provides shelter for six or fewer persons in a dwelling unit shall be a permitted use in the A (agricultural), R-1 (one-family residential), R-M (multi-family residential), C-C (central commercial), H-P-D (hillside planned development) and comparable PUD (planned unit development) zoning districts if the following development standards and regulations are met:

1. The housing is operated under specific program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time which shall be no less than six months.

2. Off-street parking is provided in accordance with Chapter 18.88 (Off-Street Parking and Loading Regulations).

3. All new construction or conversion of existing structures complies with Chapter 18.20 (Design Review).

4. All other applicable provisions of this title are met.

C. Transitional Housing with More than Six Persons in a Dwelling Unit. Transitional housing that provides shelter for more than six persons in a dwelling unit shall be a permitted use in the RM (multi-family residential) zoning district if the following development standards and regulations are met:

1. The housing is operated under specific program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time which shall be no less than six months.

2. Off-street parking is provided in accordance with Chapter 18.88 (Off-Street Parking and Loading Regulations).

3. All new construction or conversion of existing structures complies with Chapter 18.20 (Design Review).
4. All other applicable provisions of this title are met.
5. To calculate the maximum allowed residential density for group transitional housing the first six beds shall be deemed equivalent to one dwelling unit. Thereafter every three beds shall be deemed equivalent to one dwelling unit.

§18.107.050 Single Room Occupancy Unit Facilities

- A. Single room occupancy unit facilities are to be considered a residential use for which only the restrictions that apply to other residential uses of the same type in the same zone shall be applied.
- B. Criteria in General. The following are the minimum criteria applicable to all new single room occupancy unit facilities:
 1. All single room occupancy unit facilities are subject to design review.
 2. Transient occupancy of the single room occupancy unit rooms shall not be allowed. Single room occupancy unit tenants shall not have an additional residential address other than the address of the single room occupancy unit facility in which the residential unit is located.
 3. Single room occupancy units within single room occupancy unit facilities shall be provided at rents affordable to households with lower incomes.
 4. Proximity to transit and alternative transportation modality shall be considered and encouraged in the siting of all single room occupancy unit facilities.
- C. Small Single Room Occupancy Unit Facilities. The following additional criteria shall apply to single room occupancy unit facilities containing less than ten (10) single room occupancy units:
 1. Occupancy. single room occupancy units shall be occupied by no more than two (2) persons. No transient occupancy is allowed; single room occupancy unit shall be occupied as the primary residence of the tenant.
 2. Maximum Unit Size. No single room occupancy unit may exceed four hundred (400) square feet.
 3. Common Facilities. Small single room occupancy unit facilities shall provide individual or shared (common) bathing facilities, and shall provide individual or shared (common) kitchen facilities. Any and all common facilities shall be provided as fully accessible to the satisfaction of the building official.
 4. Laundry Facilities. Common laundry facilities shall be provided at a rate of not less than one (1) washer and one (1) dryer per single room occupancy unit facility, in addition to a laundry sink and folding area. The requirement for common on-site laundry facilities may be waived where it can be shown that a laundry facility open to the public is located within one-eighth (1/8) of a mile from the project site.
 5. Manager's Office or Unit. An on-site management office or manager's unit shall be provided. "House rules" shall be submitted as a part of the use permit application.
 6. Parking. Off-street parking shall be provided as set forth in Section 18.88.030 A(5) (Off-Street Parking). Secure bicycle parking is required.
 7. Storage for Residents. Private, secured storage space of not less than fifty (50) cubic feet per resident shall be provided. Storage space may be provided in private closet(s) accessible from individual single room occupancy unit; and/or as individually locked areas accessible from a common room; and/or within a separate on-site storage structure. Where storage space is provided within a separate structure, such structure shall provide for separate, locking storage spaces for single room occupancy unit, and shall be of sufficient construction to

protect stored items from weather.

D. Large Single Room Occupancy Unit Facilities. The following additional criteria apply to all single room occupancy unit facilities containing ten (10) or more single room occupancy unit:

1. Occupancy. single room occupancy unit shall be occupied by no more than two (2) persons. No transient occupancy is allowed; single room occupancy unit shall be occupied as the primary residence of the tenant.
2. Maximum Unit Size. No single room occupancy unit may exceed three hundred (300) square feet.
3. Common Facilities.
 - a. Kitchen. Within a large single room occupancy unit facility, no more than fifty percent (50%) of individual single room occupancy unit may be provided with kitchens or kitchenettes. At least one (1) common (shared) kitchen/dining area shall be provided within a large single room occupancy unit facility.
 - b. Bathrooms. Private bathroom facilities shall be provided within each single room occupancy unit, and must include, at a minimum, a toilet and wash basin. Bathtubs and/or shower facilities may be provided within individual rooms, or may be shared (common) facilities.
 - c. Accessibility. Any and all common facilities shall be provided as fully accessible, to the satisfaction of the building official.
4. Laundry Facilities. Common laundry areas shall be provided at a rate of not less than one (1) washer and one (1) dryer for the first ten (10) single room occupancy unit, with one (1) additional washer and one (1) additional dryer provided for every five (5) additional single room occupancy unit or fraction thereof.
5. Manager's Unit. An on-site, live-in manager's unit shall be provided. A management plan, including the proposed "house rules," shall be submitted as a part of the use permit application.
6. Parking. Parking for single room occupancy unit facilities shall be provided as set forth in Section 18.88.030 A(5) (Off-street Parking). Secure bicycle parking is required.
7. Storage for Residents. Private, secured storage space of not less than fifty (50) cubic feet per resident shall be provided. Storage space may be provided in private closet(s) accessible from individual single room occupancy unit; and/or as individually locked areas accessible from a common room; and/or within a separate on-site storage structure. Where storage space is provided within a separate structure, such structure shall provide for separate, locking storage spaces for each single room occupancy unit, and shall be of sufficient construction to protect stored items from weather.

Amend the Temporary Lodging section of Table 18.44.080 as follows:

	C N	C- C	CR (m)	CR (p)	C S	CF	O	I-P	I-G	MU- D	MU- T
Permitted and Conditional Uses											
TEMPORARY LODGING											
Bed and breakfast inns		C								C	MCUP

Guard's living quarters					C						
Homeless shelters ³²					C						
Hotels and motels		P		C		P				MCUP	
<u>Low Barrier Navigation Center</u>		<u>P</u>								<u>P</u>	<u>P</u>
<u>Single-room occupancy unit facilities with up to ten units, and that meets the standards of Chapter 18.107</u>										<u>MCUP</u>	<u>MCUP</u>
<u>Single-room occupancy unit facilities with more than ten units, and that meets the standards of Chapter 18.107</u>										<u>CUP</u>	<u>CUP</u>
Trailers and mobilehome parks in accordance with the regulations prescribed in Chapter 18.108 of this title					C	C					
Transitional <u>and supportive</u> housing that provides shelter for six or fewer persons in a dwelling unit, and that meets the standards of Chapter 18.107		p ¹⁸								p ¹⁸	P

Amend §18.86.060 as follows:

§18.86.060 Findings and decision.

- A. Findings. The written decision regarding a request for reasonable accommodation will be consistent with the Fair Housing Laws and shall be based on consideration of the following factors:
1. Whether the housing, which is the subject of the request, will be used by an individual disabled under the Fair Housing Laws.
 2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Fair Housing Laws.
 3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city.
 - ~~4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including, but not limited to, land use and zoning.~~
 - ~~5. Potential impact on surrounding uses.~~
 - ~~46.~~ Physical attributes of the property and structures.
 - ~~57.~~ Alternative reasonable accommodations which may provide an equivalent level of benefit.
- B. Conditions of Approval. In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection A.

Amend §18.106.040 as follows:

§18.106.040 Standards for attached accessory dwelling units—Height limitations, setbacks, open space, and other regulations.

Attached accessory dwelling units shall meet the requirements in Section 18.106.060 of this chapter and the following requirements:

- A. Attached accessory dwelling units shall not exceed ~~25~~46 feet in height except when the accessory dwelling unit is the result of the conversion of existing space or accessory dwelling units are proposed as part of a new planned unit development. Except for an attached accessory dwelling unit that meets the Statewide Exemption Accessory Dwelling Unit Standards in Section 18.106.020, attached accessory dwelling units shall be subject to the minimum front, rear, and side yard requirements of the main structure as identified in Chapter 18.84, including requirements prescribed in Section 18.84.100. Only in instances when complying with the front yard setback for the main structure precludes an accessory dwelling unit shall the accessory dwelling unit be permitted to encroach into the front yard setback but this encroachment shall be limited only to the extent necessary to accommodate the accessory dwelling unit. No setbacks are required for a legally existing living area that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.
- Height of the attached accessory dwelling unit is measured vertically from the average elevation of the natural grade or finished grade, whichever is lower, of the ground covered by the accessory dwelling unit to the highest point of the structure including parapet or to the coping of a flat roof, to the deck line of a mansard roof, or to the mean height between eaves and ridges for a hip, gable, or gambrel roof. Accessory dwelling units are limited to two stories. An accessory dwelling unit proposed on the second story shall not exceed ~~25~~46 feet in height and shall meet the objective standards for second-story accessory dwelling units identified in Section 18.106.060(C)(2).
- B. The gross floor area of an attached accessory dwelling unit shall not exceed 50 percent of the gross floor area of the existing main dwelling unit, with a maximum increase in floor

area of 850 square feet if the accessory dwelling unit is a studio or one-bedroom unit or 1,000 square feet if the accessory dwelling unit is two or more bedrooms. Accessory dwelling units that result from conversion of existing space may exceed these size limits. The gross floor area of the existing main dwelling unit is to be calculated based on the size of the unit prior to the accessory dwelling unit/conversion. In no case shall this requirement necessitate an accessory dwelling unit to be less than: (1) a 150 square foot efficiency unit; (2) 850 square feet if the accessory dwelling unit is a studio or one-bedroom unit; or (3) 1,000 square feet if the accessory dwelling unit is two or more bedrooms.

- C. An accessory dwelling unit that does not meet all of the Statewide Exemption Accessory Dwelling Unit Standards defined in Section 18.106.020 shall comply with applicable floor area ratio maximums, minimum open space requirements, and any other applicable development regulations established by this section and the zoning district or planned unit development in which the property is located.
- D. Except as modified by this chapter, all other regulations embodied in the zoning of the property for main dwellings shall apply to the development of attached accessory dwelling units.

Amend §18.106.045 as follows:

§18.106.045 Standards for detached accessory dwelling units—Height limitations, setbacks, open space, and other regulations.

Detached accessory dwelling units shall meet the requirements in Section 18.106.060 of this chapter and the following requirements:

- A. Detached accessory dwelling units shall not exceed 16 feet in height, except that: (1) an accessory dwelling unit that is the result of the conversion of an existing accessory structure may retain the height of the accessory structure even if the structure is greater than 16 feet; and (2) detached accessory structures greater than 16 feet in height may be proposed as part of a new planned unit development. Height for all detached accessory dwelling units is measured from the lowest grade adjacent to the structure to the highest ridge or top of the structure; (3) a detached accessory dwelling unit on an existing or proposed single-family or multi-family dwelling unit that is within one-half mile walking distance of a major transit stop or high quality transit corridor, as defined in Section 21155 of the Public Resources Code shall not exceed 18 feet in height plus an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit; and (4) a detached accessory dwelling unit on a lot with an existing or proposed multi-family multi-story dwelling shall not exceed 18 feet in height.
~~Height for all detached accessory dwelling units is measured from the lowest grade adjacent to the structure to the highest ridge or top of the structure.~~
- B. All detached accessory dwelling units shall be located a minimum of four feet from side and rear property lines, except in the case where an accessory dwelling unit exceeds 800 square feet, a 10-foot street side setback is required for corner lots. Only in instances when complying with the front yard setback precludes a Statewide Exemption Accessory Dwelling unit can an encroachment into the front yard setback be permitted and shall be limited only to the extent necessary to accommodate a Statewide Exemption Accessory Dwelling Unit. Where a detached accessory dwelling unit, or a portion thereof, would be constructed in exactly the same location and to exactly the same dimensions as a legal accessory structure, or is the result of the conversion of an existing accessory structure, the accessory dwelling unit may maintain the same setbacks as the existing structure, with no minimum setback required.
- C. The gross floor area of a detached accessory dwelling unit shall not exceed 850 square

feet if the accessory dwelling unit is a studio or one-bedroom unit or 1,000 square feet if the accessory dwelling unit is two or more bedrooms, except where such unit results from conversion of an existing accessory building, in which case it may exceed these size limits.

- D. An accessory dwelling unit that does not meet all of the Statewide Exemption Accessory Dwelling Unit Standards defined in Section 18.106.020 shall comply with applicable floor area ratio maximums, minimum open space requirements, and any other applicable development regulations established by this section and the zoning district or planned unit development in which the property is located.
- E. Except as modified by this chapter, all other regulations embodied in the zoning of the property for class I accessory structures shall apply to the development of detached accessory dwelling units on one-family residential lots and multi-family residential lots.

Amend §18.106.060 as follows:

§18.106.060 Required standards for all accessory dwelling units.

All accessory dwelling units shall meet the following standards:

- A. Only one other residential unit shall be permitted on a lot with an accessory dwelling unit. ~~If the owner occupies the primary residential unit, the owner may rent the accessory dwelling unit to one party. If the owner occupies the accessory dwelling unit, the owner may rent the primary residential unit to one party.~~ The owner may rent both the primary residential unit and the accessory dwelling unit together to one party who may not further sublease any unit(s) or portion(s) thereof. The owner may rent the accessory dwelling unit to one party. The rental period shall be 30 days or longer. The owner shall be a signatory to any lease for the rented unit, for which the city may reasonably require a copy of to verify compliance with this chapter, and shall be the applicant for any permit issued under this chapter. ~~Owner occupancy for the primary dwelling or the accessory dwelling unit is not required for accessory dwelling units approved between January 2020 and January 2025.~~
- B. The accessory dwelling unit shall not be sold or held under a different legal ownership than the primary residence; nor shall the lot containing the accessory dwelling unit be subdivided.
- C. In addition to the other requirements of this chapter, the following objective standards shall apply to accessory dwelling units:
 - 1. Accessory dwelling units shall incorporate the following:
 - a. Architecture of an accessory dwelling unit shall match the existing architectural style of the primary residence with the use of the following building elements to the maximum extent feasible:
 - i. Use of the same wall material or wall, or wall material that visually appears the same as the existing primary residence, including color and texture;
 - ii. Use of same trim material and trim style;
 - iii. Use of same roof form, roofing material and roof slope to the maximum extent feasible;
 - iv. Use of the same window size, proportion, operation, recess or reveal, divided light pattern, and spacing distance between placement of windows;
 - v. Use of same railing design and material.
 - b. A solid fence at least six feet in height and vegetative screening/plantings of species with a mature height of at least 10 feet in height shall be located or constructed along interior side and rear property lines adjacent to the accessory dwelling unit if the accessory dwelling unit is located less than 10 feet from respective property lines. On a corner property, if the accessory dwelling unit is located less than 10 feet from respective property lines, a solid fence at least six feet in height or vegetative screening/plantings of a species with a mature height of at least 10 feet shall be located in the area between the

accessory dwelling unit and the street side property line, and both a solid fence at least six feet in height and vegetative screening/planting of a species with a mature height of at least 10 feet shall be located in the area between the accessory dwelling unit and the rear property line. In no instance shall solid fencing be required in planned unit developments where open fencing is otherwise required. In no instance shall the provisions of this subsection conflict with the fence requirements identified in Chapter 18.84 of this title.

c. Exterior lighting shall be shielded, directed downward, and located only at exterior doors and if applicable, along the path of travel from the public right-of-way.

d. To the maximum extent feasible, mechanical equipment and plumbing, conduit, or cabling for utilities is not permitted on the exterior walls of the accessory dwelling unit. This requirement does not apply to meters, electrical panels, and solar installations.

2. The following standards apply to accessory dwelling units proposed as a second-story accessory dwelling unit that is consistent with this chapter:

a. Any exterior stairway proposed to serve the accessory dwelling unit shall not be visible from the public right-of-way on the frontage abutting the front yard upon completion of the construction of the accessory dwelling unit. Where the project includes planting of vegetation for screening an exterior stairway, the assessment of visibility may take into account the mature height of vegetation that has been planted but has not yet reached full maturity at completion of construction.

b. All new windows may be operable, but at least one of the following measures must be implemented for new second-story windows in an accessory dwelling unit that are 25 feet or less from a property line: (1) the proposed window of the accessory dwelling unit is positioned such that the window sill is at least five feet above finished floor; or (2) the proposed window of the accessory dwelling unit utilizes frosted or obscured glass in the glazing portion of the window.

As used in this section, frosted or obscure glass is glass which is patterned or textured such that objects, shapes, and patterns beyond the glass are not easily distinguishable.

3. No balconies or upper-story decks shall be allowed for an accessory dwelling unit, except for decorative/faux balconies without decks that match the primary dwelling structure.

4. If garage space is converted to an accessory dwelling unit, at the option of the property owner, the existing garage door(s) may either be left in place, or removed and infilled such that the wall appears integrated with rest of the home, with the same exterior wall material, building color, and trim as the primary dwelling structure.

5. With the objective of retaining the appearance of a one-family residence, the entry door to an attached accessory dwelling unit proposed on a property with a one-family development shall be located on a different façade than the door to the primary residence.

6. Additions to accessory structures of 150 square feet or less beyond the existing physical dimensions to accommodate ingress/egress to an accessory dwelling unit are allowed.

Additions to accessory structures greater than 150 square feet necessitate that the proposed accessory dwelling unit meet the maximum size required by Section 18.106.045.

7. The following parking standards apply to accessory dwelling units:

a. One additional off-street parking space on the lot shall be made continuously available to the occupants of the accessory dwelling unit. Required parking may be provided as tandem, or may be located in setbacks, but not in the front yard setback unless on the driveway.

b. When a garage, carport, or covered parking structure is demolished in conjunction with construction of an accessory dwelling unit or is converted to an accessory dwelling unit, those offstreet parking spaces are not required to be replaced.

c. Parking for an accessory dwelling unit shall not be required if the accessory dwelling unit is:

i. Located within one-half mile of public transit.

- ii. Located within an architecturally and historically significant historic district.
- iii. Located in part of an existing primary residence or an existing accessory structure.
- iv. Located in an area requiring on-street parking permits, but not offered to the occupant of the accessory dwelling unit; or
- v. Located within one block of a car share vehicle.
- vi. Constructed with a new single- or multifamily dwelling unit on the same lot, provided the accessory dwelling unit or the parcel satisfies all other development and parcel criteria.

d. Parking shall not be required if the city finds that parking is not feasible due to site topography or would create fire or life-safety conditions.

8. The square footage of the primary residence and accessory dwelling unit(s) combined cannot exceed the maximum floor area ratio requirement for the lot, except that the maximum floor area ratio may not reduce the square footage of an accessory dwelling unit to less than 800 square feet if the accessory dwelling unit is 16 feet or less in height and located at least four feet from side and rear property lines.

9. The accessory dwelling unit shall have access to at least 80 square feet of open space on the lot, except that this open space requirement may not reduce the square footage of an accessory dwelling unit to less than 800 square feet if the accessory dwelling unit is 16 feet or less in height and located at least four feet from side and rear property lines.

- D. The resident owner shall install address signs that are clearly visible from the street during both daytime and evening hours and which plainly indicate that two separate units exist on the lot, as required by the fire marshal. The resident owner shall obtain the new street address for the accessory dwelling unit from the engineering department.
- E. Adequate roadways, public utilities and services shall be available to serve the accessory dwelling unit. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating connection fees or capacity charges for sewer and water. Installation of a separate direct connection between an accessory dwelling unit contained within an existing structure and the utility shall not be required. Accessory dwelling units not within an existing structure shall be required to install a new or separate utility connection and be charged a connection fee and/or capacity charge. These charges shall be proportionate to the burden imposed by the accessory dwelling unit on the water or sewer system based upon either its size or number of plumbing fixtures as determined by the city.
- F. The owner of the lot on which an accessory dwelling unit is located shall participate in the city's monitoring program to determine rent levels of the accessory dwelling units being rented.
- G. The accessory dwelling unit shall not create an adverse impact on any real property that is listed in the California Register of Historical Resources.
- H. The accessory dwelling unit shall comply with other zoning and building requirements generally applicable to residential construction in the applicable zone where the property is located.
- I. A restrictive covenant shall be recorded against the lot containing the accessory dwelling unit with the Alameda County recorder's office prior to the issuance of a building permit from the building division stating that:
The property contains an approved accessory dwelling unit pursuant to Chapter 18.106 of the Pleasanton Municipal Code and is subject to the restrictions and regulations set forth in that chapter. These restrictions and regulations generally address subdivision and development prohibitions, ~~owner occupancy and~~ lease requirements, limitations on the size of the accessory dwelling unit, parking requirements, and participation in the city's monitoring program to determine rent levels of the accessory dwelling units being rented.

Current restrictions and regulations may be obtained from the city of Pleasanton planning division. These restrictions and regulations shall be binding upon any successor in ownership of the property.

Amend §18.82.040 as follows:

§ 18.82.040 Permitting procedures and standards.

- A. Permitted Use. Within the SF overlay district a homeless shelter that meets all of the standards provided in subsection B shall be approved ministerially with a zoning certificate, without discretionary review or a public hearing.
1. The application for a zoning certificate for a homeless shelter shall be submitted to the planning division and shall include:
 - a. Plot plan (drawn to scale) showing the dimensions of the lot on which the homeless shelter will be located; the location and dimension of setbacks of all existing and proposed structures on the proposed site; all easements; building envelopes; and parking for the project site; and
 - b. Floor plans of the entire structure or structures with each room dimensioned, the resulting floor area calculated for each room, and calculation of the total floor area. The use of each room shall be identified; and
 - c. A homeless shelter management plan as required in subsection B of this section; and
 - d. Any additional drawings or statements demonstrating compliance with the standards required by subsection B of this section.
 2. The zoning certificate shall document compliance of the homeless shelter with this chapter and shall be kept on file in the community development department for the duration of the operation of the homeless shelter.
- B. Required Standards for Homeless Shelters.
1. Basic Development Standards. A homeless shelter shall conform to all property development standards of the zoning district in which it is located, except as modified by this section.
 2. Maximum Number of Beds. A homeless shelter shall contain a maximum of 50 beds to provide overnight accommodation for a maximum of 50 persons. In addition a homeless shelter shall not exceed a ratio of one bed for each 400 square feet of lot area.
 3. Off-Street Parking. A homeless shelter shall provide one parking space ~~for every four beds plus one parking space~~ for each employee ~~on the largest shift, plus one parking space for each company vehicle~~. Otherwise off-street parking shall comply with all applicable provisions of Chapter 18.88 of this title.
 4. Length of Stay. No individual or family shall reside in a homeless shelter for more than 90 consecutive days. Extensions up to a total stay of 180 days may be provided if no alternative housing is available.
 5. Concentration of Use. ~~The A~~ proposed shelter must be at least 250 feet from any other homeless shelter, however the maximum distance required between shelters may not exceed more than 300 feet from any other homeless shelter.
 6. Exterior and Interior Client Areas and Facilities.
 - a. The following facilities are required:
 - i. A waiting and client intake area of not less than 10 square feet per bed;
 - ii. A lockable storage facility for each resident;
 - iii. Separate toilets and bathing facilities for men and women, unless shelter is limited to only one sex;
 - iv. Central kitchen and dining room.
 - b. The development may provide one or more of the following specific common

facilities for the exclusive use of residents and staff:

- i. Recreation room;
 - ii. Counseling center;
 - iii. Childcare facilities;
 - iv. Other support services;
 - v. Administrative office for staff;
 - vi. If outdoor designated smoking area is provided it must be compliant with city smoking regulations pursuant to Chapter 9.24 and not visible from a public street;
 - vii. Outdoor activity areas, provided they are separate from any designated smoking area and not visible from a public street.
7. Trash and Recycling Storage Area. All trash and refuse shall be contained completely within a trash enclosure and screened from view. The trash enclosure shall be sized to accommodate both trash and recycling containers.
8. Provision of On-Site Management and Security. On-site management and on-site security shall be provided during the hours when the homeless shelter is in operation. The operator shall provide to the city (on an ongoing basis) a name and 24-hour contact telephone number for the person responsible for the facility.
9. Noise. The use shall be conducted in compliance with the city noise regulations pursuant to Chapter 9.04.
10. Lighting. For security purposes the use shall comply with the minimum lighting requirements for commercial buildings as provided in Chapter 20.36, and to the provisions of Section 18.44.070(D).
11. Homeless Shelter Management Plan. The operator of a homeless shelter shall prepare a management plan that includes, as applicable, the following: staff training to meet the needs of shelter residents; community outreach; adequate security measures to protect shelter residents and surrounding uses; services provided to assist residents with obtaining permanent shelter and income; active participation with the Alameda County Continuum of Care or equivalent; and screening of residents to ensure compatibility with services provided at or through the shelter.
12. Food Service. All food service must comply with the requirements of the Alameda County Department of Environmental Health Food Safety Division.

Amend Chapter 18.144 as follows:

Chapter 18.144 APPEALS

§18.144.010 City council review.

The city council may elect to review an action of the planning commission or zoning administrator at the later of:

- A. -wWithin 15 days following such action if any member of the city council advises the city clerk in writing that such member wants a review of the action to be brought before the city council; or
- B. aAt its next regular meeting where the action is listed on the agenda as an Action of the Zoning Administrator and Planning Commission, a majority of the city council may vote to review such action, or an individual member of the city council may state that such individual elects to have the council review such action., whichever is later. If the council elects to review an action and declines to confirm the decision,
- C. Upon any such election for review of an action, a public hearing shall be held by the council. The hearing shall be set and notice given as prescribed in Section 18.12.040 of this title.

§18.144.020 Appeal to planning commission or city council.

Where this title provides for an appeal of a decision of the zoning administrator, the ~~B~~building inspector, or the planning commission, the appeal shall be filed within 15 days of the date of the decision being appealed and shall be filed with the ~~secretary city clerk in the case of an appeal of the zoning administrator or the commission and with the city clerk in the case of an appeal to the city council.~~ The appeal shall be made on a form ~~approved by the commission provided by the city clerk~~ and shall state specifically ~~wherein it is claimed there was an error or abuse of discretion by the person or body making the decision or wherein a decision following a public hearing is not supported by the evidence in the record~~ the basis for the appeal.

§18.144.030 Public hearing on appeal.

The body designated by this chapter to hear an appeal shall hold at least one public hearing within 40 days of the date when the appeal was filed. The hearing shall be set and notice given as prescribed in Section 18.12.040 of this title. ~~The hearing shall be de novo, and the decision-making body may uphold, deny, condition or (modify a) condition of the application on appeal.~~

§18.144.040 Action on appeal.

Within 40 days following the closing of a public hearing on an appeal, the body hearing the appeal shall render its decision. A decision by the zoning administrator or the planning commission shall become final 15 days after it is made, unless appealed ~~by an interested party or reviewed by the city council;~~ and a decision by the city council shall be final immediately after it is made.

~~A. Findings. The decision-making body shall hear all evidence presented and shall make findings supporting its decision. If an appealed decision is reversed or modified, the body hearing the appeal shall, on the basis of the record transmitted and such additional evidence as may be submitted, make the findings required by this chapter as prerequisite to granting the application or shall specifically decline to make such findings.~~

§18.144.050 ~~Procedure for A~~administrative appeal ~~procedure to~~ planning commission.

An appeal may be made to the planning commission by any interested party of any administrative determination or interpretation made by: ~~(1) the zoning administrator;~~ or ~~(2) the building inspector~~ under this title.

~~A. An appeal shall be made on a form prescribed by the commission community development department and shall be filed with the secretary city clerk.~~

~~B. The public hearing on the appeal shall be scheduled as provided in Section 18.144.030, unless the appellant consents to an extension of time.~~

~~a. If the party that is the subject of the administrative determination or interpretation is different than the appellant, such party must also consent to such extension of time.~~

~~C. -The planning commission's hearing on the appeal shall be de novo. The planning commission may affirm, condition or modify condition(s), or reverse any administrative determination or interpretation from which appeal is made, and in making its decision shall be guided by the objectives of this title.~~

~~a. The decision of the planning commission shall be rendered within 30 days after filing the close of the public hearing on the appeal, unless the applicant shall consent to an extension of time.~~

~~i. If the party that is the subject of the administrative determination or interpretation is different than the appellant, such party must also consent to such extension of time.~~

~~b. A decision of the planning commission may be appealed to the city council by the applicant any interested party within 15 days of the date of the decision or, in the~~

event no decision is rendered, within 15 days following the time period prescribed for a decision by the commission.

c. A decision of the planning commission may be reviewed by the city council as provided in Section 18.144.010.

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE *PURCHASING PROCEDURES AND MANUAL* TO ADD A DEFINITION OF PUBLIC PROJECT, AND CREATE PROCEDURE FOR EXTRA WORK FOR TIME-CRITICAL PUBLIC WORKS PROJECT AGREEMENTS

WHEREAS, the California Public Contract Code §§22000 et seq., the Uniform Public Construction Cost Accounting Act establishes a uniform cost accounting standard, which the City adopted by Resolution No. 91-170; and

WHEREAS, the Act in California Public Contract Code §22022(c) provides a definition “public project”; and

WHEREAS, the inclusion of that definition of “public project” into the *Purchasing Procedures and Manual* would help clarify the types of projects subject to the formal bidding process required for public work projects; and

WHEREAS, Pleasanton Municipal Code Chapter 3.32 and the *Manual* include procedures for public works project agreements, and the *Manual* was most recently amended on March 21, 2023, by Resolution No. 23-1373; and

WHEREAS, an amendment is needed to clarify that for time-critical public works projects that the City Manager, Director of Public Works, and Director of Finance can administratively allow for extra work, and then must subsequently bring that amendment to the City Council for ratification and funding allocation.

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

SECTION 1. Amends the *Purchasing Procedures and Manual* by adding a definition for “public project” to Section 3. Definitions as follows:

3.15. Public Project: “Public project” means any of the following: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting any publicly owned, leased, or operated facility; (3) in the case of a publicly owned utility system, “public project” shall include only the construction, erection improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work including all of the following: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

[and renumber the other definitions]

SECTION 2. Amends the *Purchasing Procedures and Manual* by adding a new Section 4.3.5. as follows:

4.3 Public Works Projects.

4.3.5. Administrative agreement amendment in time-critical situations

4.3.5.1. Amendments to increase the scope of work for a previously approved public works project agreement may be administratively approved by the City Manager, Director of Public Works, and Director of Finance in time-critical situations for: (a) agreements approved by the City Council pursuant to 4.3.4., above; and (b) agreements where such extra work would make the revised agreement amount exceed \$200,000.

4.3.5.2. A time-critical situation is when an unforeseen circumstance arises during the course of a public works project and an immediate change-order is needed to add extra work or materials to: (a) minimize time that active construction projects impact critical transportation and services (e.g. open trench closing street or park); (b) maintain schedule coordinated with other agencies or utilities (e.g. work timeline during limited season that state agency allows work in stream); or (c) prompt attention reduces total costs (e.g. construction project encounters underground storage tank that must be removed and delay will increase mobilization costs). Such time-critical determination shall be made in the reasonable judgment of the Director of Public Works and concurrence by the City Manager and Director of Finance or their designees.

4.3.5.2. An amendment to add such time-critical extra work to a public works project agreement may be administratively approved by the City Manager, but must be brought to the City Council for ratification and funding allocation at the next Council meeting when noticing and agenda requirements can reasonably be met.

SECTION 2. This resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on April 16, 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE TO UPDATE FEES FOR SMALL WIRELESS FACILITY APPLICATIONS, AND FINES FOR FALSE ALARMS

WHEREAS, the fees to process a small wireless facility application were adopted in 2019 and have not been updated since that time. Fees are being increased to reflect inflation from 2019 to 2024, and then to provide for an annual inflation adjustment thereafter; and

WHEREAS, false alarm fines have not been updated since 1985, and since 95% of alarms are false, that continues to squander police resources. False alarm fines are being increased to reflect current police response costs, provide for an annual inflation adjustment, and encourage proper alarm system operation.

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

SECTION 1. Amends the Master Fee Schedule as follows:

Section II. Planning Division, Subsection B. Application Fees:

Small Wireless Facility Application PMC 18.110*	
In the Public Right-of-Way	\$4,348
On private property	\$4,088

*These application fees shall be adjusted annually on January 1st based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland region, rounded to the nearest dollar.

Section V. Police, Subsection A. General:

False Alarm Fine*	First false alarm in prior 365-day period	\$0
	Second or third false alarm in prior 365-day period	\$196
	Fourth or more false alarm in prior 365-day period	\$392

*Such fine amounts shall be adjusted annually on January 1st based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland region, rounded to the nearest dollar.

SECTION 2. This resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

April 16, 2024
City Manager

TITLE: ADOPT A RESOLUTION OPPOSING CALIFORNIA BALLOT INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT AND AUTHORIZE JOINING THE CALCITIES COALITION

SUMMARY

The Taxpayer Protection and Government Accountability Act would revise the California Constitution with provisions that adopt new and stricter rules for raising taxes and fees, limit voters' authority and input, and may make it more difficult to impose fines and penalties for violation of state and local laws. The proposed constitutional initiative is sponsored by the California Business Roundtable. The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. Specifically, the proposed initiative could have significant negative impacts on the City of Pleasanton operations and core service delivery, and as such staff recommends adopting a resolution opposing the measure and joining with public safety, education, labor, local government and infrastructure groups in the CalCities coalition to oppose the measure.

RECOMMENDATION

Adopt a resolution opposing California ballot initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act and authorize joining the CalCities Coalition.

BACKGROUND

On January 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1 (Attachment 1). On February 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority in a manner that would significantly impact the ability for local governments to engage in fiscal planning.

DISCUSSION

The proposed measure would restrict the ability of cities to raise taxes and fees, including retroactively. Major provisions of Initiative No. 21-0042A1 include:

Fees and Charges¹:

- Except for licensing and other regulatory fees, fees and charges may not exceed the “actual cost” of providing the product or service for which the fee is charged. “Actual cost” is the “minimum amount necessary.” The burden to prove the fee or charge does not exceed “actual cost” is changed to “clear and convincing” evidence.
- Requires fees and charges paid for the use of local and state government property and the amount paid to purchase or rent government property to be “reasonable.” These fees and charges are currently allowed to be market-based. Whether the amount is “reasonable” (introducing a new legal standard aiming to force below market fee and charge amounts) must be proved by “clear and convincing evidence.”² The standard may significantly reduce the amount large companies (e.g., oil, utilities, gas, railroads, garbage/refuse, cable, and other corporations) will pay for the use of local public property.
- Prohibits fees on new development based on vehicle miles traveled.

Taxes³:

- Taxes and fees adopted after January 1, 2022, that do not comply with the new rules are void unless reenacted.⁴
- Invalidates the *Upland* decision that allows a majority of local voters to pass special taxes. The measure specifies that taxes proposed by the initiative are subject to the same rules as taxes placed on the ballot by a city council.
- Expressly prohibits local advisory measures which allow local voters to express a preference for how local general tax dollars should be spent.⁵
- Requires voter approval to expand existing taxes (e.g., Utility, Transient Occupancy) to new territory (e.g., annexations) or to expand the tax base (e.g., new utility service).
- New taxes can only be imposed for a specific time period.
- City charters may not be amended to include a tax or fee.
- All state taxes require majority voter approval.

Fines and Penalties⁶:

- May require voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.
- Local governments levy a variety of fees and other charges to provide core public services.

Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.

- Commercial franchise fees.
- Emergency response fees.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

Under existing law, cities are already required to provide due process before imposing a penalty or fine for violation of their municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [*Merco Construction Engineers v. Los Angeles Unified School District* (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV]. The initiative converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous "adjudicatory due process" is followed. This provision may put at risk the authority to impose fines and penalties for violations of state and local law.

Virtually every city, county, and special district must regularly (i.e., annually) adopt increases in fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, the League of California Cities estimates the amount of local government fee and charge revenue at risk is approximately \$2 billion per year including those adopted since January 1, 2022. Over 10 years, \$20 billion of local government fee and charge revenues will be at heightened legal risk.

Hundreds of local tax measures were approved in 2022⁷ that likely do not comply with the provisions of the initiative. Nearly \$2 billion of annual revenues from these voter-approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures, unless the tax is re-submitted for voter approval. Any such reductions to local government tax revenues have impacts on core services and infrastructure including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, affordable housing, homelessness prevention, and mental health services.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. Specifically, the proposed initiative could have significant negative impacts on the City of Pleasanton operations and core service delivery, and as such staff recommends adopting a resolution opposing the measure (Attachment 2) and authorize

the City of Pleasanton to join with public safety, education, labor, local government and infrastructure groups in the CalCities coalition to oppose the measure.

EQUITY AND SUSTAINABILITY

Protecting the City's ability to collect fees and charge revenues is vital to ensuring that the services the City provides are available to all members of the Pleasanton community.

OUTREACH

No community outreach was conducted related to this item. The City is a member of the League of California Cities and works collaboratively on items in alignment with the City's adopted Legislative Framework. City staff will provide education regarding this initiative to the community in the near future.

STRATEGIC PLAN ALIGNMENT

This action aligns with the ONE Pleasanton Strategic Plan goal of *Funding our Future* as the ability to conduct local fiscal planning and generate sufficient revenue to support City functions is essential to the City's financial stability.

FISCAL IMPACT

The Taxpayer Protection and Government Accountability Act will have a major fiscal impact by lowering tax and fee revenues at both state and local government levels. The extent to which the City's tax and fee revenues will be impacted is difficult to estimate at this point.

¹Initiative No. 21-0042A1 (pgs.4-6; Section 1 (a)-(j))

²Initiative No. 21-0042A1 (pg.5; (3))

³Initiative No. 21-0042A1 (pgs.4-6; Section 1 (a)-(j))

⁴Initiative No. 21-0042A1 (pg.7; Section 6 (Sec. 2)(g))

⁵Initiative No. 21-0042A1 (pg.6 (3))

⁶Initiative No. 21-0042A1 (pg. 5 (4))

⁷<http://www.californiacityfinance.com/Votes2211final.pdf>

Prepared by:



Alexa Jeffress, Deputy City Manager

Submitted by:



Alexa Jeffress, Deputy City Manager

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Initiative 21-0042A1 (Taxes)
2. Resolution Opposing Initiative #21-0042A1

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21 - 0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

~~(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

~~(1) (2) A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.~~

~~(2) (3) A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.~~

~~(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.~~

~~(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.~~

~~(5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.~~

~~(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.~~

~~(f) (e) Any tax or exempt charge adopted after January 1, 2022 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.~~

~~(g) (1) (d) The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) (a) "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) (b) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) (c) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) (d) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) (e) As used in this article, and in Section 9 of Article II, "tax" means every any-levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, except the following:

(i) As used in this section, "exempt charge" means only the following:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

(1) (2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(2) (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) (4) A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) (5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(5) (6) A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(6) (7) An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local ~~law government, whether proposed by the governing body or by an elector,~~ may impose, ~~extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

RESOLUTION NO. 24-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO
OPPOSE CALIFORNIA STATE BALLOT INITIATIVE #21-0042A1**

WHEREAS, an association representing California's wealthiest corporations is spending tens of millions of dollars to promote a deceptive ballot measure currently eligible for the November 2024 statewide ballot; and

WHEREAS, the measure creates constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, which could force residents and taxpayers to pay more to maintain services; and

WHEREAS, the measure threatens billions of dollars every year in local government funding for services like fire and emergency response, law enforcement, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure is an attack on voters' rights, containing undemocratic provisions that would make it more difficult for local voters to pass measures to fund services, provisions that retroactively cancel measures recently passed by voters, and provisions that prevent voters from passing advisory measures that provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure contains intentionally restrictive language that will encourage hundreds of frivolous lawsuits against cities and local governments – costing taxpayers many millions and stopping investments in vital local services; and

WHEREAS, the measure would make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure is opposed by hundreds of local governments, teachers, firefighters, working families and local elected officials.

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

SECTION 1. That the City of Pleasanton opposes Initiative #21-0042A1.

SECTION 2. That the City of Pleasanton will join the "Stop the Taxpayer Deception Act" coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held the 16th day of April 2024 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

April 16, 2024
City Clerk

TITLE: ADOPT A RESOLUTION AMENDING THE LOCAL CONFLICT OF INTEREST CODE AND UPDATING THE LIST OF DESIGNATED POSITIONS REQUIRED TO FILE STATEMENTS OF ECONOMIC INTERESTS

SUMMARY

California law requires the City to regularly update its local conflict of interest code. The proposed resolution updates the local conflict of interest code to reflect the state's amendments to the model code, as well as changed staff positions subject to public disclosure requirements.

RECOMMENDATION

Adopt a resolution amending the local Conflict of Interest Code and updating the list of designated positions required to file Statements of Economic Interests.

BACKGROUND

The California Political Reform Act (the Act) requires each city to adopt a local conflict of interest code (See California Government Code (GC) §§81000 et seq. and GC §§ 87306 and 87306.5). The policy goal of the Act is to ensure that public officials do not make government decisions in which the official has a financial conflict of interest. The California Fair Political Practices Commission (FPPC) adopts a model local conflict of interest code which cities may adopt as their own local code.

Pleasanton has historically adopted the FPPC's model local code with modifications that reflect Pleasanton's elected officials, appointed commissioners and committee members, and staff positions subject to varying levels of public disclosure of economic interests. The City last updated its local conflict of interest code in 2022 (Resolution No. 22-1329). This current update reflects changes to the FPPC's model code, as well as changed staff positions and commissions.

DISCUSSION

Since the last update of the City's local conflict of interest code, the FPPC has made changes to its model local conflict of interest code (See Title 2 Cal. Code of Regs. §18730).

In addition, City staff titles and positions resulting from the creation of the new Public Works Department are included, as well as any new or removed commissions resulting from the committee and commission restructure approved by the City Council this spring.

The proposed resolution amending the local conflict of interest code (Attachment 1) includes the FPPC's model code in Exhibit A, and the revised City positions in Appendix A (as highlighted).

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The proposed action updates existing code, so there is generally no financial impact.

Prepared by:



Danielle Diaz, Deputy City
Clerk

Submitted by:



Jocelyn Kwong, City Clerk

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution of Local Conflict of Interest Code

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE LOCAL CONFLICT OF INTEREST CODE, AND UPDATING THE LIST OF DESIGNATED POSITIONS REQUIRED TO FILE STATEMENTS OF ECONOMIC INTERESTS

WHEREAS, the California Political Reform Act requires each public agency to adopt a local Conflict of Interest Code (see Cal. Government Code §§87306 and 87306.5); and

WHEREAS, the California Fair Political Practices Commission (“FPPC”) has a Model Local Conflict of Interest Code at Title 2 Cal. Code of Regulations §18730 that can be incorporated by reference by any city or county as its Local Conflict of Interest Code, which the City did by Resolution No. 22-1329; and

WHEREAS, such local Conflict of Interest Code designates employees and elected and appointed officials who are involved in governmental decision-making, and requires some of them to make certain public disclosures regarding their sources of income (such as investments, interests in real property and business positions), in order to avoid potential conflicts of interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pleasanton, that the FPPC’s Model Code, attached as Exhibit A and any amendments to it duly adopted by the FPPC, and Appendices A and B, are hereby incorporated by reference and shall constitute the Local Conflict of Interest Code for the City.

BE IT FURTHER RESOLVED that persons holding designated positions listed in the Appendices shall file Statements of Economic Interest pursuant to Section 5 of the Local Conflict of Interest Code with the information required for the disclosure categories assigned to them. The City Clerk shall retain the statements and make them available upon public request.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

EXHIBIT A

Adoption by reference of the FPPC Model Local Conflict of Interest Code

2 C.C.R. § 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

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

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$590 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$590 [in 2024 with amount subject to regular adjustment per 2 C.C.R. 18940.2].

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 [in 2022; with amount subject to adjustment per 2 C.C.R. 18940.2] in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the *Government Code*.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value

provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Appendix A

CITY OF PLEASANTON LOCAL CONFLICT OF INTEREST CODE LIST OF DESIGNATED POSITIONS¹

Position	Disclosure Category
Assistant City Attorney	1
Assistant City Manager	1
Assistant Director of Library and Recreation	2
Assistant Director of Public Works/Engineering Services/City Engineer	1
Assistant Director of Public Works/Operations & Maintenance	1
Assistant Director of Public Works/Utilities & Environmental Services	1
Assistant Fire Marshal	4
Assistant Planner	2
Assistant to the City Manager	3
Associate Planner	2
Battalion Chief	3
Building Inspector	2
Building Inspector, Lead	2
Building Inspector, Senior	2
Business Manager – Fire	2
Chief Building Official	1
City Clerk	1
Community Relations Manager/PIO	3
Construction Inspectors	2
Construction Services Manager	2
Consultant	*
Deputy City Attorney	1
Deputy City Manager	1
Deputy Director of Public Works/Transportation	1
Deputy Director of Community Development/Traffic Engineer	1
Deputy Director of Community Development/Planning & Permit Center Manager	1
Deputy Fire Chief	1
Director of Community Development	1

¹ The positions of mayor, councilmember, planning commissioner, city manager and city attorney are governed directly by state statutes under the Political Reform Act.

Position	Disclosure Category
Director of Finance	1
Director of Human Resources and Labor Relations	1
Director of Information Technology	1
Director of Library & Recreation	1
Director of Public Works	1
Economic Development Manager	3
EMS Manager - Fire	3
Emergency Preparedness Manager	3
Environmental Services Manager	2
Financial Services Manager/Accounting	2
Financial Services Manager/Treasury	1
Fire Chief	1
Fire Inspector	4
Fire Marshal	4
Hazardous Materials Coordinator	4
Hazardous Materials Inspector	4
Hearing Officer (including alternates)	1
Housing Division Program Manager	3 & 5
Human Resources Manager	3
Library Manager	3
Management Analyst	3
Members Bicycle, Pedestrian and Trails Committee (except representative from the Youth Commission)	3 & 5
Members Civic Arts Commission (except youth member)	3
Members Energy and the Environment Commission (except youth member)	3
Members Human Services Commission (except youth member)	3
Members Library Commission (except youth member)	3
Members Parks & Recreation Commission (except youth member)	3
Operations & Maintenance Manager	3
Parks Division Manager	3
Police Captain	1
Police Chief	1
Police Lieutenant	1
Police Support Services Manager	3
Principal Planner	1
Recreation Manager	3

Position	Disclosure Category
Senior Civil Engineer	1
Senior Plan Checker	1
Senior Planner	2
Senior Transportation Engineer	1
Special Projects Manager/Finance	2
Training & Emergency Services Manager	3
Utilities Division Manager	3
Utilities Planning Manager	3

* Consultant would be advised regarding disclosure requirements specific to consultant's scope of work.

Appendix B

CITY OF PLEASANTON LOCAL CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES

GENERAL PROVISIONS

Any person holding a designated position is required to disclose any financial interests which include some or all of the following: investments, real property interests and other sources of income. An employee needs only to disclose investments of business entities and sources of income which do business in the City, plan to do business in the City or have done business in the City within the past two years, unless otherwise specifically changed in the disclosure categories specified below. Income from the City need not be disclosed. In addition to other activities, a business entity is doing business with the City if it owns real property in the City. Business position disclosure included businesses in which the employee is a director, officer, partner, trustee, employee, or holds any position of management. When a person holding a designated position is required to disclose interests in real property, that person need only disclose real property which is located in whole or in part within or not more than two miles outside the boundary for the City or within two miles of any land owned by the City of Pleasanton. The principal residence or any other property used as a personal residence of the employee need not be disclosed. Persons holding a designated position shall disclose their financial interest pursuant to the appropriate disclosure categories as described in Appendix A.

DISCLOSURE CATEGORIES

- Category 1: Designated officials and employees in this disclosure category shall disclose all sources of income, interests in real property and investments and business positions in business entities.
- Category 2: Designated officials and employees in this disclosure category shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials, machinery or equipment of the type utilized by the city.
- Category 3: Designated officials and employees in this disclosure category shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment of the type utilized by the designated employee's department or division.

Members of the Civic Arts Commission (except the youth member) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to fine arts, crafts and performing arts.

Members Bicycle, Pedestrian and Trails Committee (except representative from Youth Commission and non-voting members) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to architecture, design, and engineering related to bicycle and pedestrian trails, paths, and bike lanes.

Members of the **Energy and Environment Commission** (except the youth representative) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to water and energy conservation, alternative fuels, environmental consulting, waste and pollution reduction, and clean energy.

~~Members of the Housing Commission shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to rental housing management and/or development, for sale housing development, and affordable housing.~~

Members of the Human Services Commission (except youth member) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to services for food insecure, homeless, disadvantaged youth, low-income seniors, and persons with special needs.

Members of the Library Commission (except youth member) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to services for library book circulation, library furniture, book publishers, and library architects.

Members of the Parks and Recreation Commission (except youth member) shall disclose all investments and business positions in business entities and sources of income which provide services, supplies, materials or equipment related to playground equipment, artificial turf, landscape supplies, landscape architects, playground architects, and sports and activities program providers.

- Category 4: Designated officials and employees in this disclosure category shall disclose all investments and business positions in business entities and sources of income, interests in real property which are subject to the regulations, permits or licensing authority of the city.
- Category 5: All designated officials and employees in this disclosure category shall disclose all investments and business positions in business entities, and sources of income which engage in land development, construction, acquisition or sale of real property, and all interests in real property.

CITY COUNCIL AGENDA REPORT

April 16, 2024
Library and Recreation

TITLE: ENACT REVISIONS TO COMMISSION STRUCTURE: INTRODUCE AN ORDINANCE MODIFYING THE DUTIES, MEMBERSHIP AND MEETING FREQUENCY OF THE CIVIC ARTS, HUMAN SERVICES, LIBRARY, AND PARKS AND RECREATION COMMISSIONS BY AMENDING PLEASANTON MUNICIPAL CODE TITLE 2, CHAPTERS 2.39, 2.28, 2.34 AND 2.32

SUMMARY

Evaluation of the City's commission and committee structure is included in the ONE Pleasanton Strategic Plan goal of *Optimizing Our Organization* as part of a strategy to evaluate and enhance community engagement opportunities. The City currently has seven commissions and three committees, with Council appointed representatives on each. To better align with the City's organizational structure, streamline opportunities for community input and engagement, and increase efficiency for the commission and committee members as well as supporting staff members, the City Council voted to create an ad-hoc subcommittee (Arkin, Balch) to discuss commission and committee restructure and present a recommendation for City Council's consideration.

The City Council reviewed the first set of recommendations from the ad hoc subcommittee in October 2023, and voted to refer the reorganization of the Civic Arts, Human Services, Library and Parks and Recreation Commissions to the ad hoc subcommittee for further review. At its February 20, 2024, meeting, the City Council voted affirmatively to modify the membership and meeting frequency of Civic Arts, Human Services, Library, and Parks and Recreation Commissions. The City Council also requested that staff work with the commissions to update and clarify the duties for each.

RECOMMENDATION

Enact revisions to commission and committee structure: introduce an ordinance modifying the duties, membership and meeting frequency of the Civic Arts, Human Services, Library, and Parks and Recreation Commissions by amending PMC chapters 2.39, 2.28, 2.34 and 2.32.

BACKGROUND

Current Structure

Commissions are codified in the City's municipal code (PMC) and provide policy input on a broad range of topics within a specific area of expertise and focus. The number of members on each commission varies, as does the frequency of meetings. An overview of the current structure of the subject commissions as previously presented to the City Council is provided for reference.

Civic Arts Commission

- Members: 9 (7 Regular, 1 Youth, and 1 Alternate)

- Liaison Department: Library and Recreation
- Role: Promote the acquisition, construction and installment of works of public art in Pleasanton. Make recommendations to the City Council regarding the City Civic Arts Program and Community Grants.
- Legislative body: No
- Frequency of Meetings: At least four times per year

Human Services Commission

- Members: 9 (7 Regular, 1 Youth, and 1 Alternate)
- Liaison Department: Library and Recreation
- Role: Advise the City Council on the human service needs of the community and methods of fulfilling these needs. Particular emphasis is given by the commission to the human service needs of the socially and economically disadvantaged, the elderly and the youth of the community.
- Legislative body: No
- Frequency of Meetings: Monthly

Library Commission

- Members: 9 (7 Regular, 1 Youth, and 1 Alternate)
- Liaison Department: Library and Recreation
- Role: Advise the City Council on matters related to the Pleasanton Library and library services in general. Promote the use of library services to the community.
- Legislative body: No
- Frequency of Meetings: Monthly

Parks and Recreation Commission

- Members: 7 (5 Regular, 1 Youth, and 1 Alternate)
- Liaison Department: Library and Recreation (with support from Engineering and Operations Services [now Public Works])
- Role: Advises the City Council on matters related to the development and provision of services pertaining to parks and recreation facilities, programs and services.
- Legislative body: No
- Frequency of Meetings: Monthly

DISCUSSION

New Commission Structure

At its meeting on February 20, 2024, the City Council reviewed alternatives for restructuring. The direction from the City Council's discussion was to 1) create seven member commissions which would include one youth member and no alternate; 2) modify the meeting frequency to at least six times per year; and 3) work with the commissions to update and clarify the duties, including the development of a commission workplan to be approved by City Council. The new

commission structure is described below.

Civic Arts Commission

- Members: 7 (6 Regular and 1 Youth)
- Liaison Department: Library and Recreation
- Role: Promote the acquisition, construction and installment of works of public art in Pleasanton. Make recommendations to the City Council regarding the City Civic Arts Program and Community Grants.
- Legislative body: No
- Frequency of Meetings: At least six times per year

Human Services Commission

- Members: 7 (6 Regular and 1 youth)
- Liaison Department: Library and Recreation
- Role: Advise the City Council on the human service needs of the community and methods of fulfilling these needs. Particular emphasis is given by the commission to the human service needs of the socially and economically disadvantaged, the elderly and the youth of the community.
- Legislative body: No
- Frequency of Meetings: At least six times per year

Library Commission

- Members: 7 (6 Regular and 1 youth)
- Liaison Department: Library and Recreation
- Role: Advise the City Council on matters related to the Pleasanton Library and library services in general. Promote the use of library services to the community.
- Legislative body: No
- Frequency of Meetings: At least six times per year

Parks and Recreation Commission

- Members: 7 (6 Regular and 1 youth)
- Liaison Department: Library and Recreation (with support from Engineering and Operations Services)
- Role: Advises the City Council on matters related to the development and provision of services pertaining to parks and recreation facilities, programs and services.
- Legislative body: No
- Frequency of Meetings: At least six times per year

The staff liaisons for the Civic Arts, Human Services, Library, and Parks and Recreation Commissions reviewed the duties of the commissions to align their purview, while allowing for subject-matter specificity on each commission. Staff then presented proposed updates to the

duties to each of the commissions at its February meeting. Recommendations and edits from each commission were then incorporated into the revised duties. All commission duties now include development of a commission workplan to be reviewed by the City Council in alignment with the ONE Pleasanton Strategic Plan (as also applied to all other City commissions and committees) and concurrent with the City's budget process and timing. Recommending policies to the City Council, reviewing program and service plans, advising the City Council on capital improvement projects, and acting as advocates, liaisons and community leaders are included for each of the commissions as related to the commission's specific subject area. For the Civic Arts and Human Services Commissions, there are also duties to recommend community grant funding allocations to the City Council. The specific language for each commission's duties are included in Attachment 1.

Implementation

At the time of this report, the Library and Parks and Recreation Commissions are currently recruiting additional members to meet the new membership structure. Civic Arts and Human Services Commission reductions will take place over time through attrition, such that staff recommends the City Council not appoint commissioners for a second term until the new membership structure is achieved. With this approach, the Civic Arts Commission will reach seven commissioners by April 30, 2025, and the Human Services Commission will reach seven commissioners by April 30, 2026. During this time, youth members will continue to be recruited for commissions even when the total number of commissioners exceeds seven.

Commission/Committee Membership Requirements

Additionally, commission members must meet several requirements to remain in good standing, including compliance with City procedures regarding attendance, mandatory ethics training and annual filing of Form 700 Statement of Economic Interests (if applicable). There are currently policies that would allow the City Council to remove commissioners who do not meet these requirements; bi-annual reporting will be provided to the City Council in January and July of each year for City Council direction.

EQUITY AND SUSTAINABILITY

This action will complete the review and restructure of City commissions and committees to better align with the City's organizational structure, increase efficiency for commission and committee members as well as supporting staff, and streamline opportunities for community input and engagement. Having a revised structure and clarified duties will help encourage interest from all members of the community in serving on a commission or committee.

OUTREACH

Members of all City commissions and committees were notified of the City Council's February 2023 review of the proposed reorganization, its subsequent October 2023 discussion of recommendations for restructuring, and the February 20, 2024, discussion of the Civic Arts, Human Services, Library, and Parks and Recreation Commission. With the February 2024 City Council direction, staff met with each commission to discuss the proposed updates to duties at regularly or specially scheduled commission meetings. Accordingly, all current commission members for these four commissions have been notified of this report to the City Council.

STRATEGIC PLAN ALIGNMENT

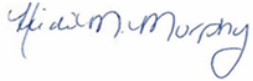
This action advances the ONE Pleasanton goal of *Optimizing Our Organization*, Strategy 4 -

Evaluate the organization's structure of community engagement opportunities (such as commissions and committees, and citizens' academy) to improve information sharing, optimize staff efficiency, and provide greater service to the community.

FISCAL IMPACT

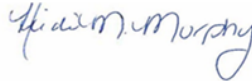
There is no financial impact associated with this item.

Prepared by:



Heidi Murphy, Director of
Library and Recreation

Submitted by:



Heidi Murphy, Director of Library and
Recreation

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Ordinance modifying membership

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON
AMENDING MUNICIPAL CODE TITLE 2 TO MODIFY THE DUTIES, MEMBERSHIP
AND MEETING FREQUENCY OF THE CIVIC ARTS, HUMAN SERVICES, LIBRARY,
AND PARKS AND RECREATION COMMISSIONS**

WHEREAS, the City's advisory commissions provide important focus on key issues for various segments of the community, for which the commissions then distill, add their own expertise, and make recommendations to the City Council; and

WHEREAS, from Fall of 2023 through Spring of 2024, the City Council was involved with commission and committee reorganization, and the Civic Arts, Human Services, Library, and Parks and Recreation Commissions have also met to review and make recommendations for updates to their commission's respective duties.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Finds that the proposed amendments to the Pleasanton Municipal Code have no possibility to have a significant effect on the environment per Title 14 California Code of Regulations (CEQA Guidelines) § 15061(b)(3).

SECTION 2. Amends the Pleasanton Municipal Code as shown in Exhibit A, attached, and incorporated by this reference, to modify the duties, membership, and meeting frequency of the Civic Arts, Human Services, Library, and Parks and Recreation Commissions.

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

SECTION 4. This ordinance shall be effective thirty (30) days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 16, 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Karla Brown, Mayor

ATTEST:

Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

CIVIC ARTS COMMISSION

For the Civic Arts Commission, amend §2.39.020 Duties as follows:

§2.39.020 Duties

The duties of the Pleasanton Civic Arts eCommission shall include the following: ~~have the power and duty to~~

1. Develop a commission workplan to be provided to City Council for consideration during the budget process. The workplan should be based on the goals and strategies outlined in the ONE Pleasanton Strategic Plan as well as the role of the commission.
2. Review and recommend policies and plans to the City Council related to Arts and Culture.
3. Seasonally, review the adopted Civic Arts budget, program and service plans, and key performance indicators.
4. Advise the City Council on services and capital projects related to Arts and Culture.
5. Review and provide recommendations for all works of art to be acquired, relocated, altered or removed by the city as outlined in the Pleasanton Municipal Code Section 13.16.
6. As a community leader, receive Arts and Culture related feedback from the community.
7. Act as an advocate for Arts and Culture within the community.
8. Review and recommend grant funding allocations to City Council for the Community Grant Program, Civic Arts Category.
9. Serve as liaison between the city and other Arts and Culture-related entities including, but not limited to: local municipalities, local nonprofits, Alameda County, state, and national agencies.

~~A. Act in an advisory capacity to the city council in all matters pertaining to the arts and culture of the city.~~

~~B. Recommend to the city council the adoption of such ordinances, rules and regulations as it may deem necessary for the administration and preservation of fine arts and performing arts.~~

~~C. Work cooperatively with city boards and commissions, city departments, and other public and private organizations in creating and promoting art and cultural programs and activities within the city.~~

~~D. Review and recommend grant funding to arts-related, non-profit organizations in the community that are providing additional non-competitive arts programming.~~

~~E. Serve as the art and culture ambassadors to the general public.~~

~~F. Advocate to the public about the city's arts programs and policies.~~

~~G. Review and make recommendations upon all works of art to be acquired by the city, either by purchase, gift, or otherwise pursuant to art in public places Chapter 13.16.~~

~~H. Review and make recommendations with reference to any existing work of art in the public art collection in connection with: (1) the relocation or alteration thereof; or (2) the removal of;~~

~~pursuant to the deaccession policy generally described in the Pleasanton Downtown Public Art Master Plan, as may be amended.~~

~~I. Recommend the promulgation of policies and procedures for the development and implementation of public art in the city.~~

~~J. With city council approval, apply for and accept gifts, grants, funds, contributions and bequests from individuals and public and private entities, agencies, foundations, trusts, corporations and other organizations or institutions that are arts and culture related.~~

~~K. Other powers and responsibilities as outlined in other sections of this chapter and as may be appropriate in carrying out the purposes and goals of this chapter and as set forth in reports or recommendations adopted by the city council.~~

§2.39.030 Membership-Appointments

- A. The commission shall have seven ~~regular~~ commissioners, including one youth member (collectively the "commissioners"), ~~and one alternate commissioner~~ all of whom shall be residents of the city.
- B. The youth member shall be a minimum age of a high school freshman.
- C. ~~The regular C~~commissioners, ~~the youth member, and alternate commissioner~~ shall be appointed by the mayor, subject to ratification by the city council, as provided in the adopted city council resolution establishing procedures for appointments to boards and commissions.
- D. Commissioners shall be eligible to participate in all activities of the commission ~~except that the alternate commissioner shall vote only in the event of absence or conflict of interest of one of the regular commissioners.~~
- E. ~~The alternate commissioner may serve as a voting member on any subcommittee of the commission and may be designated as the commission's representative to other boards and commissions.~~
- F.E. Commissioners shall be compensated as established by city council resolution.

§ 2.39.040 Term of membership

- A. ~~Regular~~ Commissioners shall be eligible to serve a maximum of eight years with two four-year terms, except:
- B. ~~Alternate commissioners shall be eligible to serve four year terms and are not subject to a limit in the number of years served.~~
- C.A. _____ The youth member shall be eligible to serve a two-year term.
- D.B. _____ The terms of commissioners shall be consistent with and subject to city council resolution concerning limiting service on boards and commissions.

§ 2.39.080 Meetings

- A. The commission shall attempt to meet on a monthly basis at a predetermined time and place, but shall meet at least six ~~four~~ times each calendar year.
- B. Special meetings may be called by the chairperson or by a majority of the commissioners, the city manager, and/or the city council, provided written notice is given

48 hours in advance of the special meeting to the following: each commissioner, local newspapers of general circulation, and anyone filing written request for notice with the city clerk. Notice of meetings shall comply in all respects with section 54950 et seq., of the government code, known commonly as the Ralph M. Brown act.

- C. All meetings shall be open to the public and shall follow a prepared agenda. Minutes of all meetings shall be kept and filed with the city clerk.
- D. Four commissioners allowed to vote need to be present to constitute a quorum and a vote to approve or deny shall only occur upon a majority vote of the commissioners present who are allowed to vote.

Note: All other sections of Chapter 2.39 remain unchanged.

HUMAN SERVICES COMMISSION

For the Human Services Commission, amend §2.28.020 Duties as follows:

§ 2.28.020 Duties

~~The commission shall be responsible for advising the city council on both the human service needs of the community and the methods for meeting these needs. Particular emphasis shall be given to the human services needs of the socially and economically disadvantaged, the elderly and the youth of the community.~~

~~B.~~ The duties of the Human Services Commission shall include the following:

1. Develop a commission workplan to be provided to the City Council for consideration during the budget process. The workplan should be based on the goals and strategies outlined in the ONE Pleasanton Strategic Plan as well as the role of the commission.
2. Review and recommend policies to the City Council related to the human service needs of the community. Emphasis will be given to the human services needs of the socially and economically disadvantaged, the elderly, and youth.
3. Seasonally, review and advise city staff on programs and service plans related to human service needs of the community and provide feedback on the evaluation metrics at workplan's completion.
4. Advise the City Council on services and capital projects related to the Eastern Alameda County Human Services Needs Assessment.
5. As community leaders, be aware of and identify human service needs and related feedback from the community and advocate for those community needs.
6. Review and evaluate requests from human service providers for financial assistance, endorsements, grants, and other types of assistance; make recommendations to the City Council regarding such requests.
7. Serve as liaison between the city and other regional human service providers, including, but not limited to: local municipalities, local nonprofits, Alameda County, state, and national agencies.

~~1. Identify and prioritize the human service needs of the community;~~

- ~~2. Develop and recommend to the city council specific programs and/or actions designed to meet the identified human service needs of the community and evaluate the success of the programs and/or the actions undertaken;~~
- ~~3. Identify and be informed of programs providing human services to the community, their purpose, the type and nature of services they provide, and the effectiveness of their services;~~
- ~~4. Review and evaluate requests from human service providers for financial assistance, endorsements, and other types of assistance; make recommendations to the city council regarding such requests;~~
- ~~5. Develop and recommend actions designed to coordinate the delivery of human services within and to the community;~~
- ~~6. Represent the city and/or serve as liaisons with governing boards of public and private human service agencies/programs of interest to the community;~~
- ~~7. Inform and advise the city council concerning actions by federal, state and other public or private human service agencies of interest to the city.~~

§ 2.28.030 Membership—Appointments—Voting

A. The commission shall have seven ~~regular~~ commissioners, including one youth member (collectively the “commissioners”), ~~and one alternate commissioner~~, all of whom shall be residents of the city.

B. The ~~seven regular~~ commissioners ~~and the one alternate commissioner~~ shall be selected from the community at large. The youth member shall be the minimum age of a high school freshman. The ~~regular~~ commissioners, ~~the youth member, and alternate commissioner~~ shall be appointed by the mayor, subject to ratification by the city council as provided in the adopted city council resolution establishing procedures for appointments to boards and commissions.

C. Commissioners are eligible to participate in all discussions of the commission ~~except that the alternate commissioner shall vote only if one of the regular commissioners is absent or has a financial conflict of interest.~~

~~D. The alternate commissioner may serve as a voting member on any subcommittee of the commission and may be designated as the commission's representative to other boards and commissions.~~

~~E. Commissioners shall be compensated as established by city council resolution, unless the youth member is unable to qualify for a work permit that allows for compensation.~~

§ 2.28.040 Term of membership

~~A. Regular~~ Commissioners shall be eligible to serve a maximum term of eight years with two four-year terms, except:-

~~B. Alternate commissioners shall be eligible to serve four-year terms and are not subject to a limit in the number of years served.~~

~~CA.~~ The youth member shall be eligible to serve a two-year term.

~~D.B~~ The term of a commissioner shall be consistent with and subject to city council resolution concerning limiting service on boards and commissions.

§ 2.28.080 Meetings

- A. Regular meetings shall be held at least six times per year on the first Wednesday of each month at a time and place set by the commission. The commission may approve an alternate meeting date.
- B. Special meetings may be called by the chairperson or by a majority of the commissioners, the city manager, and/or the city council provided written notice is given 48 hours in advance of the special meeting to the following: each commissioner, local newspapers of general circulation, and anyone filing written request for notice with the city clerk. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.
- C. All meetings shall be open to the public and shall follow a prepared agenda. Minutes of all meetings shall be kept and filed with the city clerk.
- D. Four commissioners allowed to vote need to be present to constitute a quorum and a vote to approve or deny shall only occur upon a majority vote of the commissioners present who are allowed to vote.

Note: All other sections of Chapter 2.28 remain unchanged.

LIBRARY COMMISSION

For the Library Commission, amend §2.34.020 Duties as follows:

§ 2.34.020 Duties

- ~~A. The commission shall be responsible for advising the city council on matters related to the Pleasanton library and library services in general.~~
- B. The duties of the Pleasanton Library Commission shall include the following:
 - 1. Develop a commission workplan to be provided to City Council for consideration during the budget process. The workplan should be based on the goals and strategies outlined in the ONE Pleasanton Strategic Plan as well as the role of the commission.
 - 2. Review and recommend policies to the City Council related to library services.

3. Seasonally, review the adopted library budget, program and service plans, and key performance indicators.
4. Advise the City Council on capital projects related to library facilities.
5. As community leaders, receive library related feedback from the community.
6. Act as an advocate for library and cultural programs, services and facilities within the community.
7. Serve as liaison between the city and other library-related entities including, but not limited to: local municipalities, local nonprofits, Alameda County, state, and national agencies.

1. ~~Make recommendations to the city council and the Pleasanton library board of trustees regarding policies, services and operating and capital budgets for the Pleasanton library.~~
2. ~~Recommend rules, regulations and services necessary for the administration of the Pleasanton library.~~
3. ~~Assist with the planning of library services.~~
4. ~~Promote the use and support of library services within the community, including working in cooperation with citizen and business groups, foundations, charitable trusts, school districts and governmental agencies.~~
5. ~~Recommend rules and regulations regarding the use of the Pleasanton library building.~~
6. ~~Recommend acceptance or rejection of proposed donations to the Pleasanton library.~~

§ 2.34.030 Membership—Appointments

A. The commission shall have seven ~~regular~~ commissioners, including one youth member (collectively the “commissioners”) ~~and one alternate commissioner~~ all of whom shall be residents of the city.

B. Six ~~regular~~ commissioners ~~and the one alternate commissioner~~s shall be selected from the community at large. One ~~regular~~ commissioner shall be selected from a recommendation made by the Pleasanton library league. The youth member shall be the minimum age of a high school freshman. ~~The regular commissioners~~Commissioners, ~~the youth member, and alternate commissioner~~ shall be appointed by the mayor subject to the ratification by the city council, as provided in the adopted city council resolution establishing procedures for appointments to boards and commissions.

C. Commissioners shall be eligible to participate in all activities of the commission, except that ~~the alternate commissioner shall vote only in the event of an absence or conflict of interest of one of the regular commissioners.~~

~~D. The alternate commissioner may serve as a voting member on any subcommittee of the commission and may be designated as the commission's representative to other boards and commissions.~~

~~E.D.~~ Commissioners shall be compensated as established by city council resolution, unless the youth member is unable to qualify for a work permit that allows for compensation.

§ 2.34.040 Term of membership

~~A. Regular commissioners~~ Commissioners shall be eligible to serve a maximum of eight years with two four-year terms, except:-

~~B. Alternate commissioners shall be eligible to serve four-year terms and are not subject to a limit in the number of years served.~~

~~C.A.~~ The youth member shall be eligible to serve a two-year term.

~~D.B~~ The term of a commissioner shall be consistent with and subject to city council resolution concerning limiting service on boards and commissions.

§ 2.34.080 Meetings

- A. Regular meetings shall be held at least six times per year on the first Thursday of each month at a time and place set by the commission. The commission may approve an alternate meeting date.
- B. Special meetings may be called by the chair or by a majority of the commissioners, the city manager, and/or the city council provided written notice is given 48 hours in advance of the special meeting to the following: each commissioner, local newspapers of general circulation, and anyone filing written request for notice with the city clerk. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.
- C. All meetings shall be open to the public and shall follow a prepared agenda. Minutes of all meetings shall be kept and filed with the city clerk.
- D. Four commissioners allowed to vote need to be present to constitute a quorum and a vote to approve or deny shall only occur upon a majority vote of the commissioners present who are allowed to vote.

Note: All other sections of Chapter 2.34 remain unchanged.

PARKS AND RECREATION COMMISSION

For the Parks and Recreation Commission, amend §2.32.020 Duties as follows:

§ 2.32.020 Duties

~~A. The parks and recreation commission shall advise the city council in matters related to city parks and recreational services.~~

~~B.~~ The duties of the Parks and Recreation Commission shall include the following:

1. Develop a commission workplan to be provided to the City Council for consideration during the budget process. The workplan should be based on the goals and strategies outlined in the ONE Pleasanton Strategic Plan as well as the role of the commission.
2. Review and recommend policies to the City Council related to parks, trails and recreational facilities, programs and services.
3. Seasonally, review and advise city staff on program and service plans related to the parks and recreational needs of the community and provide feedback on the evaluation metrics at workplan's completion.
4. Advise the City Council on capital projects related to parks, trails and recreational facilities.
5. As community leaders, receive parks, trails, and recreation related feedback from the community.
6. Act as an advocate for parks, trails, and recreation related programs, services and facilities within the community.
7. Serve as liaison between the city and other regional parks, trails and recreational-based entities including, but not limited to: local municipalities, local nonprofits, Alameda County, state, and national agencies.

~~1. Act in an advisory capacity to the city council in all matters pertaining to public parks and recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound recreation programming and park planning. The commission is jointly charged with the planning commission, to establish harmonious and effective relationships, as both of these bodies have designated functions of an interrelated nature in the area of recreation facilities as they relate to the general plan.~~

~~2. Formulate recommended policies regarding recreation services for consideration by the city council.~~

~~3. Advise the city council, regarding the development of recreation areas, facilities, programs and services.~~

~~4. Make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council, and all other governmental agencies and civic groups as required.~~

~~5. To facilitate in every appropriate manner the establishment and maintenance of formal and informal cooperative relationships with all entities that have resources to promote local recreation services. Such entities may include, but not be exclusive of, public and private businesses and institutions; local, regional, state and national agencies; and private, public or quasi-public foundations, associations and corporations; all of which individually have either in part or total as their function the promotion and/or provision of some phase of recreation.~~

~~6. Take an active role as community leaders in soliciting from the general public the desires and wishes of the people, in making the needs for recreation facilities and programs known along with the best possible methods of achieving such.~~

~~7. Advise the city council, regarding the emphasis and priorities in the preparation of the annual recreation budget and a long-range capital improvement program.~~

§ 2.32.030 Membership—Appointments

A. The commission shall have ~~five~~ seven ~~regular~~ commissioners, one youth member (collectively the “commissioners”), ~~and one alternate commissioner~~ all of whom shall be residents of the city.

B. ~~The five regular~~ Commissioners ~~and the one alternate commissioner~~ shall be selected from the community at large. The youth member shall be the minimum age of a high school freshman. ~~The regular~~ Commissioners, ~~the youth member, and alternate commissioner~~ shall be appointed by the mayor, subject to the ratification by the city council, as provided in the adopted city council resolution establishing procedures for appointments to boards and commissions.

C. Commissioners shall be eligible to participate in all activities of the commission. ~~except that the alternate commissioner shall vote only in the event of an absence or conflict of interest of one of the regular commissioners.~~

~~D. The alternate commissioner may serve as a voting member on any subcommittee of the commission and may be designated as the commission's representative to other boards and commissions.~~

~~E. D.~~ Commissioners shall be compensated as established by city council resolution. ~~, unless the youth member is unable to qualify for a work permit that allows for compensation.~~

§ 2.32.040 Term of membership

A. ~~Regular~~ Commissioners shall be eligible to serve a maximum of eight years with two four-year terms. except:-

~~B. Alternate commissioners shall be eligible to serve four-year terms and are not subject to a limit in the number of years served.~~

~~C. A.~~ The youth member shall be eligible to serve a two-year term.

~~D. B.~~ The term of a commissioner shall be consistent with and subject to city council resolution concerning limiting service on boards and commissions.

§ 2.32.080 Meetings

A. Regular meetings shall be held at least six times per year on the second Thursday of each month at a time and place set by the commission. The commission may approve an alternate meeting date.

B. Special meetings may be called by the chairperson or by a majority of the commissioners, the city manager, and/or the city council, provided written notice is given 48 hours in advance of the special meeting to the following: each commissioner, local newspapers of general circulation, and anyone filing written request for notice with the city clerk. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.

C. All meetings shall be open to the public and shall follow a prepared agenda. Minutes of all meetings shall be kept and filed with the city clerk.

D. ~~Three~~Four commissioners allowed to vote need to be present to constitute a quorum and a vote to approve or deny shall only occur upon a majority vote of the commissioners present who are allowed to vote.

Note: All other sections of Chapter 2.32 remain unchanged.

//

April 16, 2024
Community Development

TITLE: ACTIONS OF THE ZONING ADMINISTRATOR AND PLANNING COMMISSION

P24-0111, Tony Meo/Custom Residential Design

Application for Administrative Design Review approval to construct an approximately 667-square-foot single-story addition at the rear of the residence with an approximately 222-square-foot attached porch located at 4340 West Ruby Hill Drive.

Project Information:

Existing floor area: 4,575 square feet

Total floor area with addition: 5,407 square feet

Lot size: 28,760 square feet

Existing floor area ratio: 15.91 percent

Total floor area ratio with addition: 18.80 percent

Approved. (15 days)

P24-0114, Terry Townsend

Application for Administrative Design Review approval to construct an approximately 292-square-foot single-story addition that includes an approximately 110-square-foot addition at the front of the residence with an attached covered porch, a vaulted dormer and garage, and an approximately 182-square-foot addition at the rear of the residence located at 4678 Whiting Street.

Project Information:

Existing floor area: 1,538 square feet

Total floor area with addition: 1,830 square feet

Lot size: 5,600 square feet

Existing floor area ratio: 27.46 percent

Total floor area ratio with addition: 32.68 percent

Approved. (14 days)

PUD-87-19-05M, Alok Damireddy

Application for Planned Unit Development (PUD) Minor Modification to an approved Development Plan (PUD-87-19) to modify the approved location and size of the house pads for all six lots located at 4002, 4018, 4034, 4019 and 4035 Equus Court.

Approved. (13 days)

P24-0134, Dr. Rabin Khetrapal

Application for Administrative Design Review approval to construct an approximately 190-square-foot second-story addition with five new windows to the rear (south) of the existing two-story residence located at 1785 Via Di Salerno.

Project Information:

Existing floor area: 7,430 square feet

Total floor area with addition: 7,620 square feet

Lot size: 24,593 square feet

Existing floor area ratio: 30.21 percent

Total floor area ratio with addition: 30.98 percent

Approved. (10 days)

P24-0025, Eric Shepard

Application for Design Review to construct an approximately 55-square-foot addition to an existing coffee kiosk to construct a bathroom at 6730 Santa Rita Road.

Approved. (1 day)

P24-0113, Francisco Matos

Application for Administrative Design Review to install a window at approximately 11-feet and 6-inches on the front (north) side of the existing residence located at 4366 Valley Avenue.

Approved. (7 days)

P24-0142, Zhengrui He

Application for Administrative Design Review to construct an approximately 634-square-foot addition that includes: a proposed second-story balcony, re-locating the garage and a new metal roof on the rear of the residence located at 6607 Arlington Drive.

Project Information:

Existing floor area: 5,449 square feet

Total floor area with addition: 6,083 square feet

Lot size: 20,366 square feet

Existing floor area ratio: 26.76 percent

Total floor area ratio with addition: 29.87 percent

Approved. (8 days)

Planning Commission, March 13, 2024

Commissioners Present: Vivek Mohan, Ken Morgan, Brandon Pace, Stephanie Wedge and Chair Matt Gaidos

Commissioners Absent: Anurag Jain

Continued from February 28, 2024 - 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: Adopt Resolution No. PC-2024-03 approving the Application for Design Review (P23-0177) for both designs and Vesting Tentative Map 8672.

Actions Taken: Approve the Design Review (DR) application, filed as P23-0177, for both the original and alternative design, based on the required findings, and subject to the draft conditions of approval in Exhibit A and:

a. Approval of the alternative design contingent on approval of the Affordable Housing Agreement (AHA) by the City Council, and further recommended the City Council consider providing funds from the Low-Income Housing Fund to convert the eight moderate-income affordable apartment units to low-income affordable apartment units.

2. The Vesting Tentative Tract map (VTM) 8672, based on the required findings, and subject to the draft conditions of approval in Exhibit A; and

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

Vote: 4-1, Morgan opposed

Planning Commission, March 27, 2024

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

Commissioners Absent: None

PUD-149, Douglas Harwood, 544 Sycamore Road

Application for Planned Unit Development (PUD) development plan to: 1) Establish development standards; and 2) Construct an approximately 1,117-square-foot addition to the front, an approximately 65-square-foot attached front covered porch and an approximately 160-square-foot attached rear-covered porch to an existing single-family residence located at 544 Sycamore Road zoned PUD-A (Agriculture).

Action Recommended: Approve PUD-149 as a Consent Calendar item.

Action Taken: Approved as recommended.

Vote: 5-0

P23-0906, Laura Melchionne, 3132 Tokay Court

Appeal of the Zoning Administrator's approval of beekeeping application to maintain two beehives on the property located at 3132 Tokay Court.

Action Recommended: Adopt Resolution No. PC-2024-05 denying the appeal, thereby upholding the Zoning Administrator's decision approving the beekeeping application.

Action Taken: Adopt Resolution No. PC-2024-05, as recommended.

Vote: 5-0

Prepared by:



Melinda Denis
Zoning Administrator

Submitted by:



Ellen Clark
Director of Community
Development

Approved by:



Gerry Beaudin
City Manager

April 16, 2024
Community Development

TITLE: APPROVE PLANS AND SPECIFICATIONS AND AWARD CONSTRUCTION CONTRACT TO COLUMBIA ELECTRIC, INC. IN THE AMOUNT OF \$1,155,127 FOR THE VALLEY AVENUE AT NORTHWAY ROAD INTERSECTION IMPROVEMENTS PROJECT (BI-ANNUAL TRAFFIC SIGNAL INSTALLATION, CIP NO. 23532) WITH AN APPROXIMATELY 13 PERCENT CONTINGENCY OF \$147,394, FOR A TOTAL COST OF \$1,302,521, AND BUDGET AMENDMENTS IN THE GAS TAX AND TRAFFIC IMPACT FEE FUNDS

SUMMARY

This project will construct a traffic signal at the intersection of Valley Avenue and Northway Road, adjacent to Harvest Park Middle School. Bids were received on February 21, 2024, and staff recommends the award of the construction contract to the lowest responsible bidder, Columbia Electric, Inc., in the amount of \$1,155,127. Necessary funding to complete this project is requested to be reappropriated from other CIP projects where funding is available.

RECOMMENDATION

1. Approve plans and specifications and award construction contract to Columbia Electric, Inc. in the amount of \$1,155,127 for the Valley Avenue at Northway Road Intersection Improvements Project (Bi-Annual Traffic Signal Installation, CIP No. 23532) with an approximately 13 percent contingency of \$147,394 for the total cost up to \$1,302,521.
2. Approve amendments to the FY 2023/24 budget as follows:
 - Transfer \$196,686 from the Annual Expedited Speed Lump Program (CIP No. 23534) to the Bi-Annual Traffic Signal Installation Project (CIP No. 23532) in the Gas Tax Fund.
 - Transfer \$194,512 from the Annual Intersection Improvements and Various Locations Project (CIP No. 23541) to the Bi-Annual Traffic Signal Installation Project (CIP No. 23532) in the Gas Tax Fund.
 - Transfer \$200,689 from the Annual Neighborhood Traffic Calming Devices Project (CIP No. 23555) to the Bi-Annual Traffic Signal Installation Project (CIP No. 23532) in the Gas Tax Fund.
 - Transfer \$116,156 from the Annual Intersection Improvements and Various Locations Project (CIP No. 23541) to the Bi-Annual Traffic Signal Installation Project (CIP No. 23532) in the Traffic Impact Fee Fund.

BACKGROUND

Staff prepares a signal priority list every two years by evaluating various traffic factors that include eight-hour traffic volume, peak hour traffic volume, crash history, adjacent land use, and pedestrian/bicycle generation. The list of intersections evaluated is established through

staff and resident recommendations and a projection of future needs based on land use or traffic patterns. If no new intersections are evaluated, then the highest-scoring intersection on the list is the candidate for construction. The intersection of Valley Avenue and Northway Road is identified as the top candidate for construction on the current signal priority list. The intersection is adjacent to Harvest Park Middle School and just north of Walnut Grove Elementary School. During school commute times, the increase in vehicular traffic in combination with the increase in children and adults walking and riding their bikes reduces the intersection level of service to an unacceptable level. Currently, there is a stop sign for northbound Northway Road, making it difficult for vehicles to merge onto Valley Avenue and vehicles and pedestrians to cross Valley Avenue.

The design of the Valley Avenue at Northway Road traffic signal includes left turn arrows for northbound Northway Road and westbound Valley Avenue. The crosswalk on Valley Avenue will be moved to the east side of the intersection to eliminate the northbound left turn vehicle-pedestrian conflict. The project will also extend the southeast and southwest corners of the intersection to reduce pedestrian crossing distances.

DISCUSSION

Construction Bids

The City advertised the project on February 2, 2024. Ten (10) bids were received and opened on February 21, 2024; the bids ranged from \$1,155,127 to \$1,669,094. The lowest three bids along with the Engineer Estimate are outlined in Attachment 1. The lowest bid was submitted by Columbia Electric, Inc., in the amount of \$1,155,127. Staff has reviewed the lowest bidder's list of references, is satisfied with this review, and recommends awarding the construction contract to Columbia Electric, Inc., in the amount of \$1,155,127.

Schedule

Concrete work for this project would be scheduled to begin this summer, but the construction of the traffic signal elements would be completed in late fall/early winter due to the 4-6 month order and delivery time-frame for the traffic signal poles.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed project would be exempt from CEQA review pursuant to CEQA Guidelines Section 15301(c) Minor Improvements to Existing Facilities; and Section 21080.25(b)(1) for projects consisting of improvements to enhance safety for pedestrians and cyclists.

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 in implementing the recommendations of the approved signal priority list.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, Strategy 1 - Implement the four-year Capital Improvement Program, and Strategy 7 - Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art. This action will improve traffic safety and the level of comfort for cyclists and pedestrians

commuting to the nearby schools.

FISCAL IMPACT

Current available funding in the Valley Avenue at Northway Road Intersection Improvements Project (Bi-Annual Traffic Signal Installation, CIP No. 23532) consists of \$594,478 in Traffic Impact Fees (TIF) (21230121-440108-23532). Additional TIF funds of \$116,156 from the Annual Intersection Improvements and Various Locations Project, CIP No. 23541 (21230121-440108-23541), as well as funding in the Gas Tax Fund in the amount of \$196,686 from the Annual Expedited Speed Lump Program, CIP No. 23534 (16030231-440108-23534), \$194,512 from the Annual Intersection Improvements and Various Locations Project, CIP No. 23541 (16030231-440108-23541), and \$200,689 from the Annual Neighborhood Traffic Calming Devices Project, CIP No. 23555 (16030231-440108-23555) are requested to be transferred to CIP No. 23532 (\$591,887 to 21230121-440108-23532 and \$116,156 to 16030231-440108-23532). The funds identified are previously budgeted, unspent, and available in the FY 2023/24 budget. The project is an eligible use of Gas Tax and TIF funds.

The total cost of construction for this project is \$1,302,521, which includes the \$1,155,127 construction contract and \$147,394 in an approximately 13 percent construction contingency. Transferring \$708,043 in TIF and Gas Tax funds from CIP Nos. 23541, 23534, and 23555 to CIP No. 23532, as outlined above, will fulfill the funding required for this contract.

There will be an increase in the annual traffic signal operations and maintenance cost of approximately \$1,700 with the addition of this signalized intersection.

Prepared by:



Cedric Novenario, Senior
Transportation Engineer

Submitted by:



Ellen Clark, Director of Community
Development

Approved by:



Gerry Beaudin, City
Manager

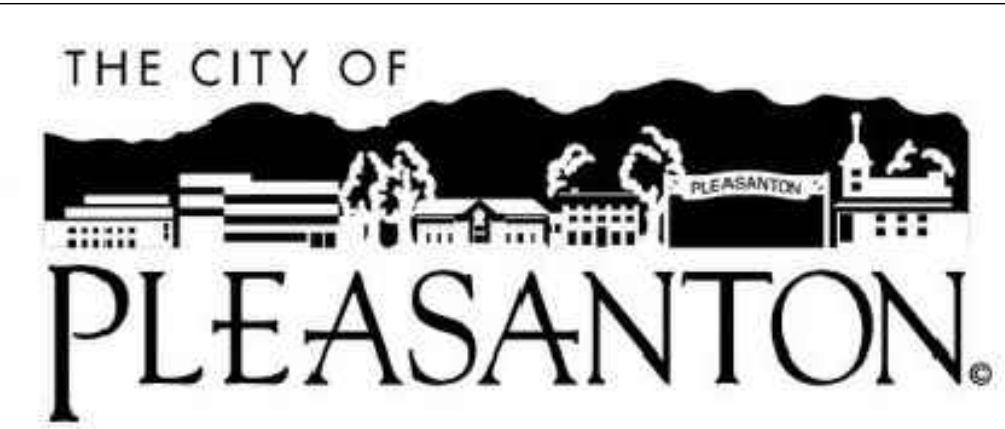
Attachments:

1. Bid Summary Sheet
2. Plan Set

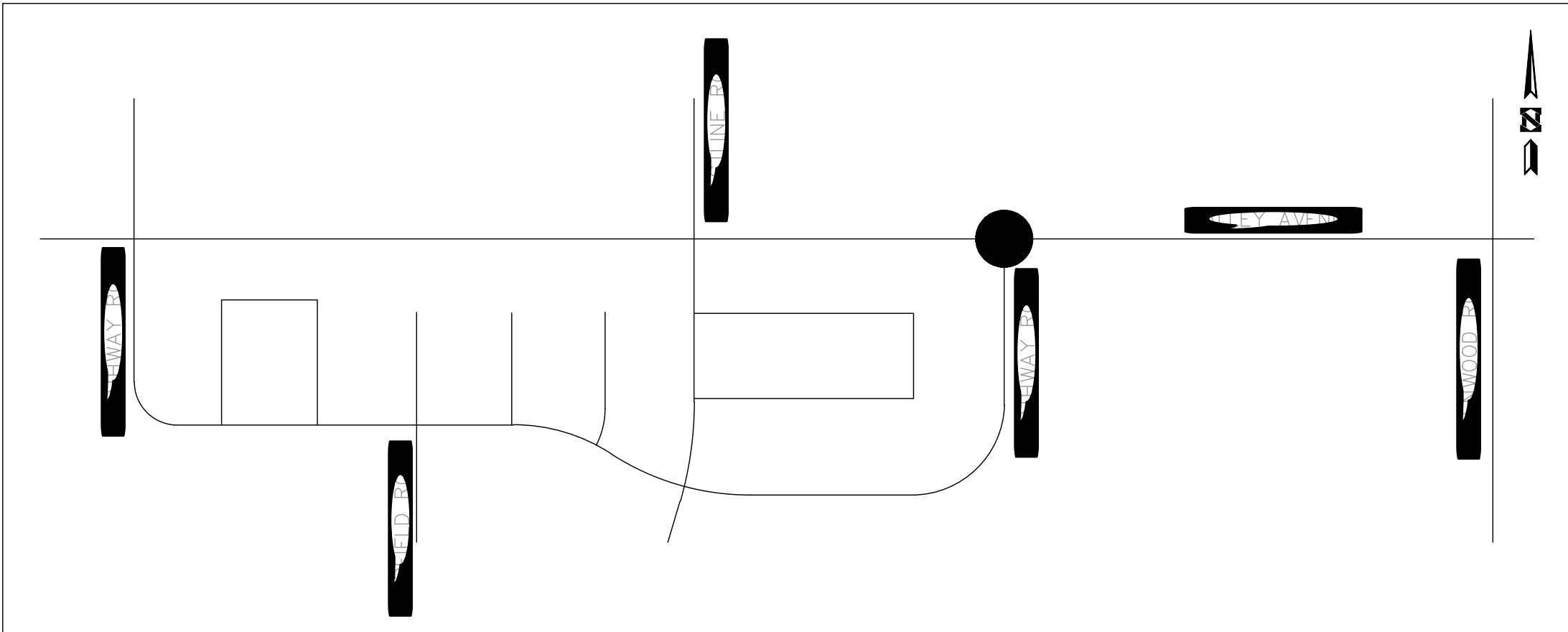
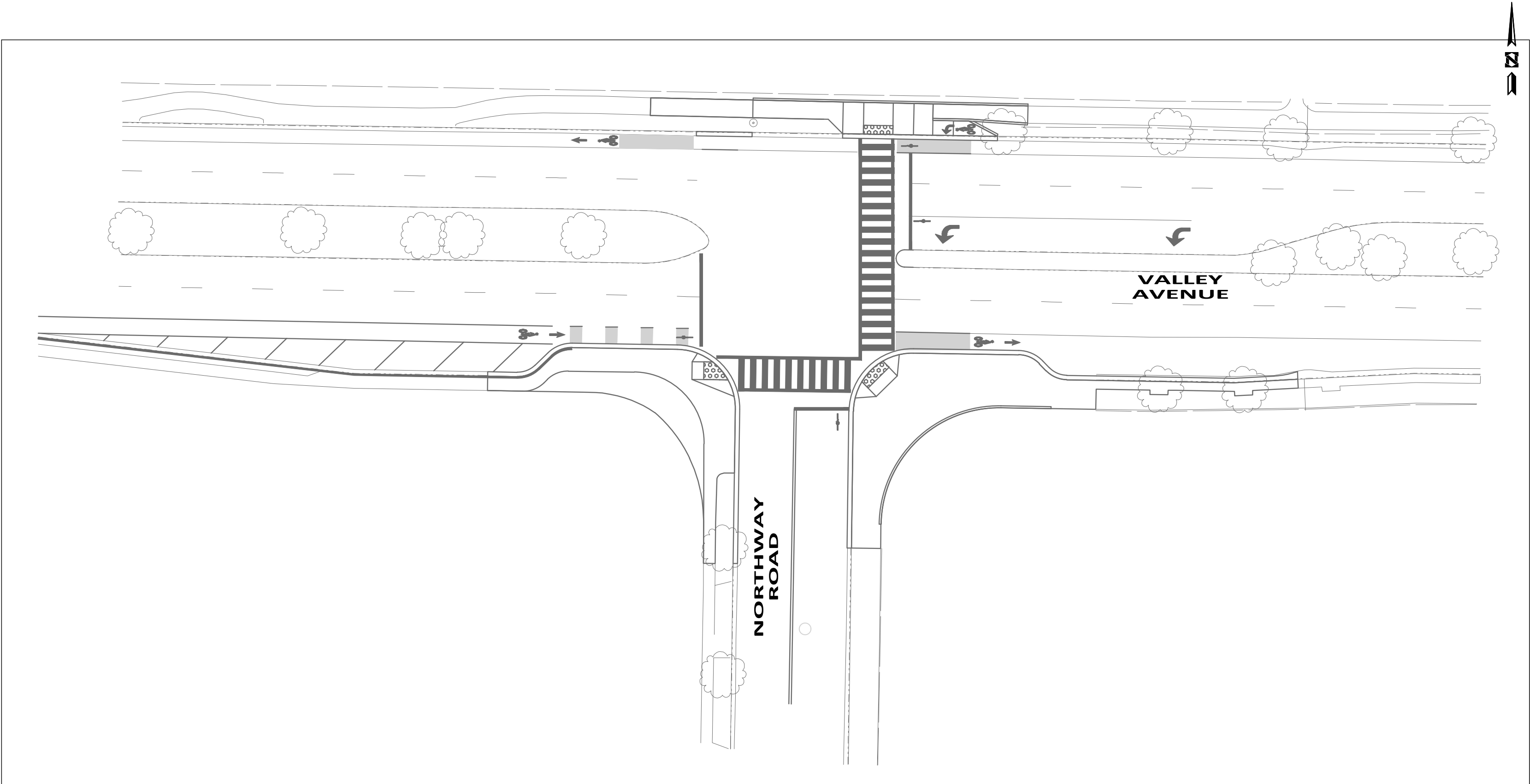
ATTACHMENT 1

Valley Ave and Northway Rd. Intersection Improvements, CIP 23532 Bid Summary Sheet - Lowest Three (3) Bidders

Item No.	Item Description	Quantity	Unit	Unit Price	Engineer Estimate	Columbia Electric, Inc.	Tennyson Electric, Inc	Terocons, Inc
1	Mobilization	1	LS	\$88,454.15	\$ 88,454.15	\$ 57,500.00	\$ 46,500.00	\$ 40,000.00
2	Traffic Control & Construction Area Signs	1	LS	\$102,399.23	\$ 102,399.23	\$ 115,000.00	\$ 58,975.00	\$ 20,000.00
3	Water Pollution Control (SWPPP)	1	LS	\$15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 2,500.00	\$ 10,000.00
4	Develop Water Supply	1	LS	\$5,000.00	\$ 5,000.00	\$ 345.00	\$ 1,000.00	\$ 5,000.00
5	Remove Landscape and Irrigation	690	LS	\$4.00	\$ 2,760.00	\$ 15,697.50	\$ 17,250.00	\$ 6,900.00
6	Remove Concrete Sidewalk	3000	LS	\$7.00	\$ 21,000.00	\$ 34,110.00	\$ 36,000.00	\$ 30,000.00
7	Remove Concrete Curb	160	LS	\$30.00	\$ 4,800.00	\$ 3,456.00	\$ 4,000.00	\$ 4,800.00
8	Remove Concrete (Curb and Gutter)	410	SF	\$40.00	\$ 16,400.00	\$ 8,856.00	\$ 10,250.00	\$ 8,200.00
9	Remove Concrete Median	31	Ton	\$8.00	\$ 248.00	\$ 669.60	\$ 775.00	\$ 930.00
10	Roadway Excavation (Export)	120	Ton	\$150.00	\$ 18,000.00	\$ 23,184.00	\$ 22,200.00	\$ 18,000.00
11	Protect Existing Tree	2	Ton	\$1,000.00	\$ 2,000.00	\$ 570.00	\$ 1,000.00	\$ 1,000.00
12	Remove Existing Tree	3	EA	\$3,000.00	\$ 9,000.00	\$ 3,420.00	\$ 3,600.00	\$ 3,000.00
13	Curb Ramp - Case A	2	EA	\$6,000.00	\$ 12,000.00	\$ 9,100.00	\$ 9,000.00	\$ 24,000.00
14	Curb Ramp - Case C	1	LF	\$8,000.00	\$ 8,000.00	\$ 6,591.00	\$ 6,500.00	\$ 15,000.00
15	Concrete Curb & Gutter	450	EA	\$60.00	\$ 27,000.00	\$ 43,470.00	\$ 45,000.00	\$ 22,500.00
16	Concrete Median Curb	45	EA	\$50.00	\$ 2,250.00	\$ 4,347.00	\$ 4,500.00	\$ 1,800.00
17	Concrete Retaining Curb	217	LF	\$130.00	\$ 28,210.00	\$ 17,262.35	\$ 17,360.00	\$ 15,190.00
18	Concrete Sidewalk	49	LF	\$700.00	\$ 34,300.00	\$ 66,885.00	\$ 66,150.00	\$ 49,000.00
19	Metal Guardrail	35	SF	\$500.00	\$ 17,500.00	\$ 29,750.00	\$ 26,250.00	\$ 10,500.00
20	Class 2 AB (Sidewalk)	37	EA	\$300.00	\$ 11,100.00	\$ 5,180.00	\$ 4,995.00	\$ 5,550.00
21	Roadway HMA Plug	105	EA	\$450.00	\$ 47,250.00	\$ 43,575.00	\$ 42,000.00	\$ 26,250.00
22	Curb Inlet	1	EA	\$10,000.00	\$ 10,000.00	\$ 8,115.00	\$ 8,500.00	\$ 7,000.00
23	12" RCP	80	LS	\$300.00	\$ 24,000.00	\$ 27,280.00	\$ 28,000.00	\$ 16,000.00
24	Planting and Irrigation	1		\$14,000.00	\$ 14,000.00	\$ 37,355.00	\$ 36,500.00	\$ 25,000.00
25	Install New Traffic Signal at Valley Ave at Northway Rd.	1		\$492,268.00	\$ 492,268.00	\$ 537,614.00	\$ 610,000.00	\$ 800,000.00
26	Install Intersection Striping at Valley Ave at Northway Rd.	1	LS	\$40,393.50	\$ 40,393.50	\$ 50,795.00	\$ 60,000.00	\$ 82,500.00
					\$ 1,053,332.88	\$ 1,155,127.45	\$ 1,168,805.00	\$ 1,248,120.00



CITY OF PLEASANTON
TRAFFIC SIGNAL INSTALLATION AT VALLEY AVENUE AND NORTHWAY ROAD (EAST)
CIP# 23532



DRAWN	DESIGNED	SCALE
CHECKED	DATE	
APPROVED		
ENGINEER	DATE	CONTRACT NO.

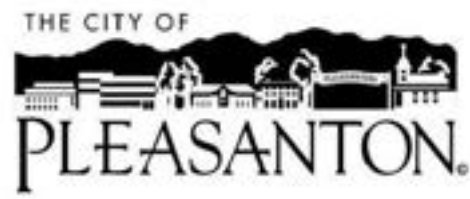


PREPARED BY:

HEXAGON TRANSPORTATION CONSULTANTS, INC.

100 Century Center Court, Suite 501
San Jose, California 95112
Ph: (408) 971-6100
www.hextrans.com

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE



CITY OF PLEASANTON

TITLE SHEET
VALLEY AVENUE AND NORTHWAY ROAD (EAST)

DRAWING NO.
T-1
SHEET 1 OF 20

1. GENERAL NOTES

ALL WORK SHALL BE IN ACCORDANCE WITH THE NOVEMBER 2016 CITY OF PLEASANTON STANDARD SPECIFICATIONS AND DETAILS AND THE 2022 EDITION OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND STANDARD PLANS.

2. ABBREVIATIONS

AB AGGREGATE BASE
AC ASPHALT CONCRETE
AP ANGLE POINT
Beg BEGIN
BOW BACK OF WALK
CI CURB INLET
Conc CONCRETE
Cont CONTINUE
C&G CURB & GUTTER
EC END HORIZONTAL CURVE
Elev ELEVATION
Exc EXCAVATION
Exist EXISTING
FL FLOW LINE
HP HIGH POINT
INV INVERT
LF LINEAR FEET
L+ LEFT
Med MEDIAN
OC ON CENTER
OG ORIGINAL GROUND
PCC PORTLAND CEMENT CONCRETE
RCP REINFORCED CONCRETE PIPE
Rdwy ROADWAY
Rem REMOVE
Ret RETAINING
Rt RIGHT
SC SAWCUT
SW SIDEWALK
TC TOP OF CURB

3. REMOVING CONCRETE

WHERE CONCRETE IS DESCRIBED TO BE REMOVED, REMOVE THE CONCRETE TO A DEPTH OF AT LEAST 3 FEET BELOW FINISHED GRADE.

CONCRETE REMOVAL INCLUDES REMOVAL OF ANY STEEL EMBEDDED IN THE CONCRETE.

BEFORE REMOVING A PORTION OF A MONOLITHIC CONCRETE ELEMENT, MAKE A 1-INCH-DEEP SAW CUT TO A TRUE LINE ALONG THE LIMITS OF REMOVAL ON FACES OF THE ELEMENT THAT WILL BE VISIBLE IN THE COMPLETED WORK.

PROTECT EXISTING REINFORCEMENT TO BE INCORPORATED INTO THE NEW WORK FROM DAMAGE.

WHERE NEW CONCRETE IS TO JOIN EXISTING CONCRETE, REMOVE ENOUGH CONCRETE TO ALLOW SPLICING OF NEW REINFORCEMENT.

THOROUGHLY REMOVE ALL MATERIAL ADHERING TO THE EXISTING REINFORCEMENT BEFORE EMBEDDING IT IN NEW CONCRETE.

INSTEAD OF DISPOSING OF REMOVAL CONCRETE, YOU MAY:

1. INCORPORATE IT IN ADJACENT EMBANKMENTS IF IT IS:
 - 1.1. BROKEN INTO PARTS AT MOST 10 INCHES IN GREATEST DIMENSION
 - 1.2. BURIED AT LEAST 3 FEET BELOW THE FINISHED GRADE AND SLOPE LINES
 - 1.3. BURIED AT LEAST 10 FEET FROM THE DRIPLINE OF TREES OR HIGHWAY FACILITIES
2. PLACE IT AT AUTHORIZED LOCATIONS SUCH THAT IT WILL NOT PRESENT AN UNSIGHTLY APPEARANCE FROM THE HIGHWAY

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

Underground Service Alert

Call: TOLL FREE

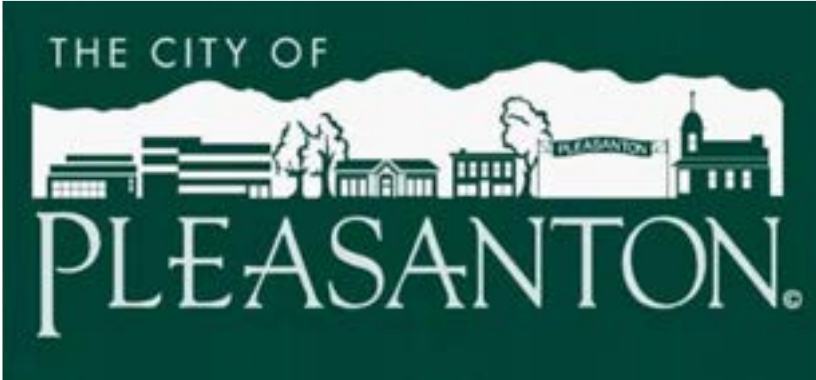
1-800 642-2444

TWO WORKING DAYS BEFORE YOU DIG

100% SUBMITTAL

MARK THOMAS

1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600



REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

**CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
GENERAL NOTES**

SCALE: NO SCALE	DATE: 1/17/2024	PIN: AL-20106	GN-1	SHEET: 02 OF 20
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4. GUARDRAIL SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. STAINLESS STEEL CABLE GUARDRAIL
- B. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND APPURTENANCES NECESSARY FOR INSTALLATION OF THE STAINLESS STEEL CABLE GUARDRAIL DEFINED HEREIN CALLED OUT AS "GUARDRAIL."

1.02 RELATED REQUIREMENTS

- A. CITY OF PLEASANTON STANDARD SPECIFICATIONS SECTION 15 - CONCRETE IMPROVEMENTS

1.03 REFERENCE STANDARDS

- A. ASTM A123 - STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS.
- B. ASTM A276 - SPECIFICATION FOR STAINLESS AND HEAT-RESISTING STEEL BARS AND SHAPES.
- C. ASTM A666 - STANDARD SPECIFICATION FOR ANNEALED OR COLD-WORKED AUSTENITIC STAINLESS STEEL SHEET, STRIP, PLATE, AND FLAT BAR.
- D. ASTM E985 - SPECIFICATION FOR PERMANENT METAL RAILING SYSTEMS AND RAILS FOR BUILDINGS.

1.04 DEFINITIONS

- A. REFER TO DEFINITIONS IN ASTM E985 FOR RAILING-RELATED TERMS THAT APPLY TO THIS SECTION.

1.05 PERFORMANCE REQUIREMENTS

- A. GENERAL: HANDRAILS AND RAILINGS SHALL WITHSTAND STRUCTURAL LOADING AS DETERMINED BY ALLOWABLE DESIGN WORKING STRESSES OF MATERIALS.
- B. STRUCTURAL PERFORMANCE: PROVIDE HANDRAILS AND RAILINGS CAPABLE OF WITHSTANDING THE FOLLOWING STRUCTURAL LOADS WITHOUT EXCEEDING ALLOWABLE DESIGN WORKING STRESS OF MATERIALS FOR HANDRAILS, RAILINGS, ANCHORS, AND CONNECTIONS.
 - 1. COMPONENTS AND INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODE AUTHORITIES.
 - 2. COMPONENTS AND INSTALLATION SHALL FOLLOW CURRENT ADA AND ICC/ANSI A117.1 GUIDELINES.

1.06 SUBMITTALS

- A. PRODUCT DATA: SUBMIT MANUFACTURER’S DATA SHEETS ON EACH PRODUCT TO BE USED, INCLUDING:
 - 1. PREPARATION INSTRUCTIONS AND RECOMMENDATIONS.
 - 2. STORAGE AND HANDLING REQUIREMENTS AND RECOMMENDATIONS.
 - 3. INSTALLATION METHODS.
- B. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS SHOWING FABRICATION AND INSTALLATION OF HANDRAILS AND RAILINGS. INCLUDE PLANS, ELEVATIONS, SECTIONS, DETAILS, AND ATTACHMENTS TO OTHER WORK.
 - 1. PROVIDE SETTING DIAGRAMS FOR INSTALLATION OF ANCHORS, LOCATION OF POCKETS, WELD PLATES FOR ATTACHMENT OF RAILS TO STRUCTURE, AND BLOCKING FOR ATTACHMENT OF WALL RAIL.
 - 2. INDICATE ALL REQUIRED FIELD MEASUREMENTS TO BE HELD.
 - 3. INDICATE MATERIALS, SIZES, STYLES, FABRICATION, ANCHORAGE, AND INSTILLATION DETAILS FOR RAILING SYSTEM AND INFILL.
 - 4. INDICATE SPACING OF POSTS BASED ON TOTAL REQUIRED GUARDRAIL LENGTH.

C. CERTIFICATIONS:

- 1. FURNISH CERTIFICATION THAT ALL COMPONENTS AND FITTINGS ARE FURNISHED BY THE SAME MANUFACTURER OR APPROVED BY THE PRIMARY COMPONENT MANUFACTURER.

1.07 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS: MANUFACTURER SHALL BE A FIRM ENGAGED IN THE MANUFACTURE OF STAINLESS STEEL CABLE GUARDRAILS OF TYPES AND SIZES REQUIRED, AND WHOSE PRODUCTS HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR A MINIMUM OF 5 YEARS.
- B. REGULATORY REQUIREMENTS: COMPLY WITH APPLICABLE REQUIREMENTS OF THE LAWS, CODES, ORDINANCES, AND REGULATIONS OF FEDERAL, STATE, AND LOCAL AUTHORITIES HAVING JURISDICTION. OBTAIN NECESSARY APPROVALS FROM SUCH AUTHORITIES.
- C. INSTALLER QUALIFICATIONS: MINIMUM 2 YEARS EXPERIENCE INSTALLING SIMILAR SYSTEMS.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. UPON RECEIPT AT THE JOB SITE, ALL MATERIALS SHALL BE CHECKED TO ENSURE THAT NO DAMAGE OCCURRED DURING SHIPPING OR HANDLING. MATERIALS SHALL BE STORED IN SUCH A MANNER TO ENSURE PROPER VENTILATION AND DRAINAGE, AND TO PROTECT AGAINST DAMAGE, WEATHER, VANDALISM, AND THEFT.

1.09 WARRANTY

- A. ALL STRUCTURAL GUARDRAIL COMPONENTS (I.E. POSTS, CABLES, ETC.) SHALL BE WARRANTED WITHIN SPECIFIED LIMITATIONS, BY THE MANUFACTURER FOR A PERIOD OF 15 YEARS FROM THE DATE OF ORIGINAL PURCHASE. WARRANTY SHALL COVER ANY DEFECTS IN MATERIAL FINISH, INCLUDING CRACKING, PEELING, CHIPPING, BLISTERING, OR CORRODING.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. ACCEPTABLE MANUFACTURER: MAS METALS, WHICH IS LOCATED AT: 32410 CENTRAL AVE., UNION CITY, CALIFORNIA 94587; TEL: 510-259-1426; OR APPROVED EQUAL.

2.02 GALVANIZED STEEL RAILINGS WITH STAINLESS STEEL CABLE INFILL

- A. GALVANIZED STEEL RAILINGS WITH STAINLESS STEEL CABLE INFILL.

- 1. MOUNTING: BOTTOM (CURB) BEND PLATE.
- 2. RAIL HEIGHT: 43 INCHES.
- 3. CABLE RAILING: HORIZONTAL.
- 4. POSTS: GALVANIZED STEEL FLAT BAR.
- 5. FASTENERS: 3/8 INCH DIAMETER GALVANIZED THREADED RODS.
- 6. TOP RAIL TYPE: GALVANIZED STEEL FLAT BAR.

- B. GALVANIZED STEEL COMPONENTS: PROVIDE MANUFACTURER’S STANDARD COMPONENTS AS FOLLOWS:

- 1. FLAT BAR INTERMEDIATE POST: 2 X 5/16 INCH, GALVANIZED STEEL.
 - a. SPACING: AS INDICATED ON DRAWINGS.
- 2. TOP FLAT BAR TYPE: 2 X 5/16 INCH, GALVANIZED STEEL.
- 3. INTERMEDIATE CABLE BRACES:
 - a. TYPE: SINGLE PIECE.
 - b. SIZE: AS INDICATED ON DRAWINGS.
 - c. SPACING: AS INDICATED ON DRAWINGS.

C. STAINLESS STEEL COMPONENTS

- 1. CABLE ASSEMBLIES: 5/16 INCH DIAMETER CABLE, 5/16 INCH THREADED STUD TERMINAL, AND 5/16 INCH THREADED STUD TENSIONER. CABLE AND FITTINGS, TYPE 316 STAINLESS STEEL.

D. CABLE ASSEMBLIES: 5/16 INCH DIAMETER CABLE

E. STAINLESS STEEL MATERIAL:

- 1. STAINLESS STEEL: TYPE 316.

2.03 FABRICATION

- A. FABRICATE HANDRAILS AND RAILINGS BY CONNECTING MEMBERS WITH RAILING MANUFACTURER’S STANDARD CONCEALED MECHANICAL FASTENERS AND FITTINGS, UNLESS OTHERWISE INDICATED. FABRICATE MEMBERS AND FITTINGS TO PRODUCE FLUSH, SMOOTH, RIGID, HAIRLINE JOINTS.
- B. PROVIDE MANUFACTURER’S STANDARD WALL BRACKETS, FLANGES, MISCELLANEOUS FITTINGS, AND ANCHORS TO CONNECT HANDRAIL AND RAILING MEMBERS TO OTHER CONSTRUCTION.
- C. PROVIDE INSERTS AND OTHER ANCHORAGE DEVICES TO CONNECT HANDRAILS AND RAILINGS TO CONCRETE OR MASONRY. FABRICATE ANCHORAGE DEVICES CAPABLE OF WITHSTANDING LOADS IMPOSED BY HANDRAILS AND RAILINGS. COORDINATE ANCHORAGE DEVICES WITH SUPPORTING STRUCTURE.
- D. SHEAR AND PUNCH METALS CLEANLY AND ACCURATELY. REMOVE BURRS FROM EXPOSED CUT EDGES.
- E. CUT, REINFORCE, DRILL, AND TAP COMPONENTS AS INDICATED ON THE DRAWINGS TO RECEIVE FINISH HARDWARE, SCREWS, AND SIMILAR ITEMS.
- F. CLOSE EXPOSED ENDS OF RAILING MEMBERS WITH PREFABRICATED END FITTINGS.

PART 3 EXECUTION

3.01 EXAMINATION

- A. VERIFICATION OF CONDITIONS: EXAMINE AREAS AND CONDITIONS UNDER WHICH THE WORK IS TO BE INSTALLED, AND NOTIFY THE CONTRACTOR IN WRITING, WITH A COPY TO THE OWNER AND THE ENGINEER, OF ANY CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK. DO NOT PROCEED WITH THE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
 - 1. EXAMINE SUBSTRATES TO RECEIVE ANCHORS VERIFYING THAT LOCATIONS OF CONCEALED REINFORCEMENTS HAVE BEEN CLEARLY MARKED FOR THE INSTALLER. LOCATE REINFORCEMENTS AND MARK LOCATIONS IF NOT ALREADY DONE.
 - 2. BEGINNING OF THE WORK SHALL INDICATE ACCEPTANCE OF THE AREAS AND CONDITIONS AS SATISFACTORY BY THE INSTALLER.

3.02 PREPARATION

- A. COORDINATE SETTING DRAWINGS, DIAGRAMS, TEMPLATES, INSTRUCTIONS, AND DIRECTIONS FOR

INSTALLING ANCHORS, SUCH AS SLEEVES, CONCRETE INSERTS, ANCHOR BOLTS, AND MISCELLANEOUS ITEMS HAVING INTEGRAL ANCHORS THAT ARE TO BE EMBEDDED IN CONCRETE OR MASONRY CONSTRUCTION. COORDINATE DELIVERY OF SUCH ITEMS TO THE PROJECT SITE.

3.03 INSTALLATION

- D. GENERAL: INSTALL COMPONENTS IN ACCORDANCE WITH MANUFACTURER’S INSTRUCTIONS AND IN PROPER RELATIONSHIP WITH ADJACENT CONSTRUCTION.

- 1. FITTING: FIT EXPOSED CONNECTIONS TOGETHER TO FORM TIGHT, HAIRLINE JOINTS.
- 2. CUTTING AND PLACEMENT: SET HANDRAILS AND RAILINGS ACCURATELY IN LOCATION, ALIGNMENT, AND ELEVATION MEASURED FROM ESTABLISHED LINES AND LEVELS AND FREE FROM RACK.
 - a. DO NOT WELD, CUT, OR ABRADE COATED OR FINISHED SURFACES OF RAILING COMPONENTS THAT ARE INTENDED FOR FIELD CONNECTION BY MECHANICAL OR OTHER MEANS WITHOUT FURTHER CUTTING OR FITTING.
 - b. ALIGN RAILS SO VARIATIONS FROM LEVEL OR PARALLEL ALIGNMENT DO NOT EXCEED 1/4 INCH IN 12 FEET.
 - c. ADJUSTING: ADJUST HANDRAILS AND RAILINGS BEFORE ANCHORING TO ENSURE ALIGNMENT AT ABUTTING JOINT’S SPACE POSTS AT INTERVAL INDICATED, BUT NOT LESS THAN REQUIRED TO ACHIEVE STRUCTURAL LOADS.
 - d. FASTENING TO IN-PLACE CONSTRUCTION: USE ANCHORAGE DEVICES AND FASTENERS WHERE NECESSARY FOR SECURING HANDRAILS AND RAILINGS AND FOR PROPERLY TRANSFERRING LOADS TO IN-PLACE CONSTRUCTION.

- B. NON-WELDED RAILINGS CONNECTIONS: USE MECHANICAL JOINTS FOR PERMANENTLY CONNECTING RAILING COMPONENTS. USE WOOD BLOCKS AND PADDING TO PREVENT DAMAGE TO RAILING MEMBERS AND FITTINGS.

3.04 ADJUSTING AND CLEANING

- A. PASSIVATION: IMMEDIATELY AFTER ERECTION, SPRAY PASSIVATION SOLUTION ON STAINLESS STEEL FRAME PIECES AND CABLES TO RESTORE PROTECTIVE LAYER.
- B. CLEANING: RESTORE FINISHES DAMAGED DURING INSTALLATION AND CONSTRUCTION PERIOD SO NO EVIDENCE REMAINS OF CORRECTION WORK. RETURN ITEMS THAT CANNOT BE REFINISHED IN FIELD TO SHOP; MAKE REQUIRED ALTERATIONS AND REFINISH ENTIRE UNIT OR PROVIDE NEW UNITS.

3.05 PROTECTION

- A. PROVIDE FINAL PROTECTION AND MAINTAIN CONDITIONS IN A MANNER ACCEPTABLE TO THE INSTALLER THAT SHALL ENSURE THAT THE GALVANIZED HANDRAILS AND RAILINGS SHALL BE WITHOUT DAMAGE AT TIME OF SUBSTANTIAL COMPLETION.
- B. PROTECT FINISHES OF HANDRAILS AND RAILINGS FROM DAMAGE DURING CONSTRUCTION PERIOD WITH TEMPORARY PROTECTIVE COVERINGS APPROVED BY RAILING MANUFACTURER. REMOVE PROTECTIVE COVERINGS AT THE TIME OF SUBSTANTIAL COMPLETION.
- C. PROTECT STAINLESS STEEL FROM CORROSION AND STAINING BY APPLYING PASSIVATION SOLUTION FOLLOWING INSTALLATION AND PERIODICALLY THEREAFTER.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

Underground Service Alert

Call: TOLL FREE

1-800 642-2444

TWO WORKING DAYS BEFORE YOU DIG

MARK THOMAS

1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600

THE CITY OF

PLEASANTON

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

CITY OF PLEASANTON

VALLEY AVE & NORTHWAY RD

INTERSECTION IMPROVEMENTS

GENERAL NOTES

SCALE:	DATE:	PIN:	GN-2	SHEET:
NO SCALE	1/17/2024	AL-20106		

NOTES:

CONTRACTOR SHALL COMPLY WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 8771 (b) REGARDING REFERENCING, PRESERVING, AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT MONUMENTS ARE SHOWN IN THESE PLANS.

LEGEND:

△ CONTROL POINT

BASIS OF ELEVATION:

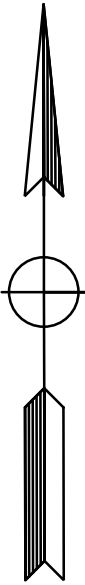
THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ELEVATIONS WERE DERIVED FROM GPS OBSERVATIONS.

BASIS OF COORDINATES:

THE COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, EPOCH 2017.50. THEY ARE BASED ON GPS OBSERVATIONS.

SURVEY CONTROL TABLE

NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
1001	2071784.24	6160863.14	333.52	REBAR & PLASTIC CAP
1002	2071777.42	6161151.51	333.81	WEDGE ANCHOR
1003	2071861.80	6161242.74	334.29	CUT "X"
1004	2071577.66	6160855.77	332.31	CUT "X"



NO SCALE

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

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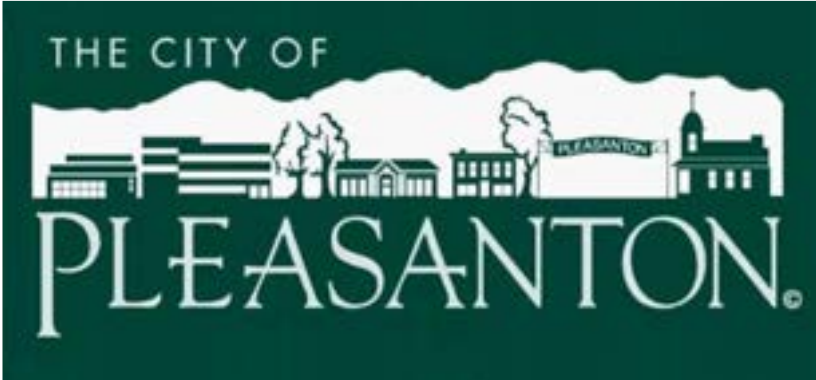
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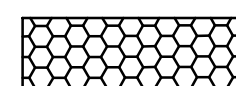
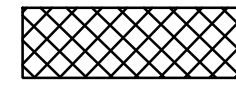
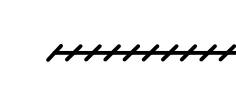
CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
SURVEY CONTROL DIAGRAM

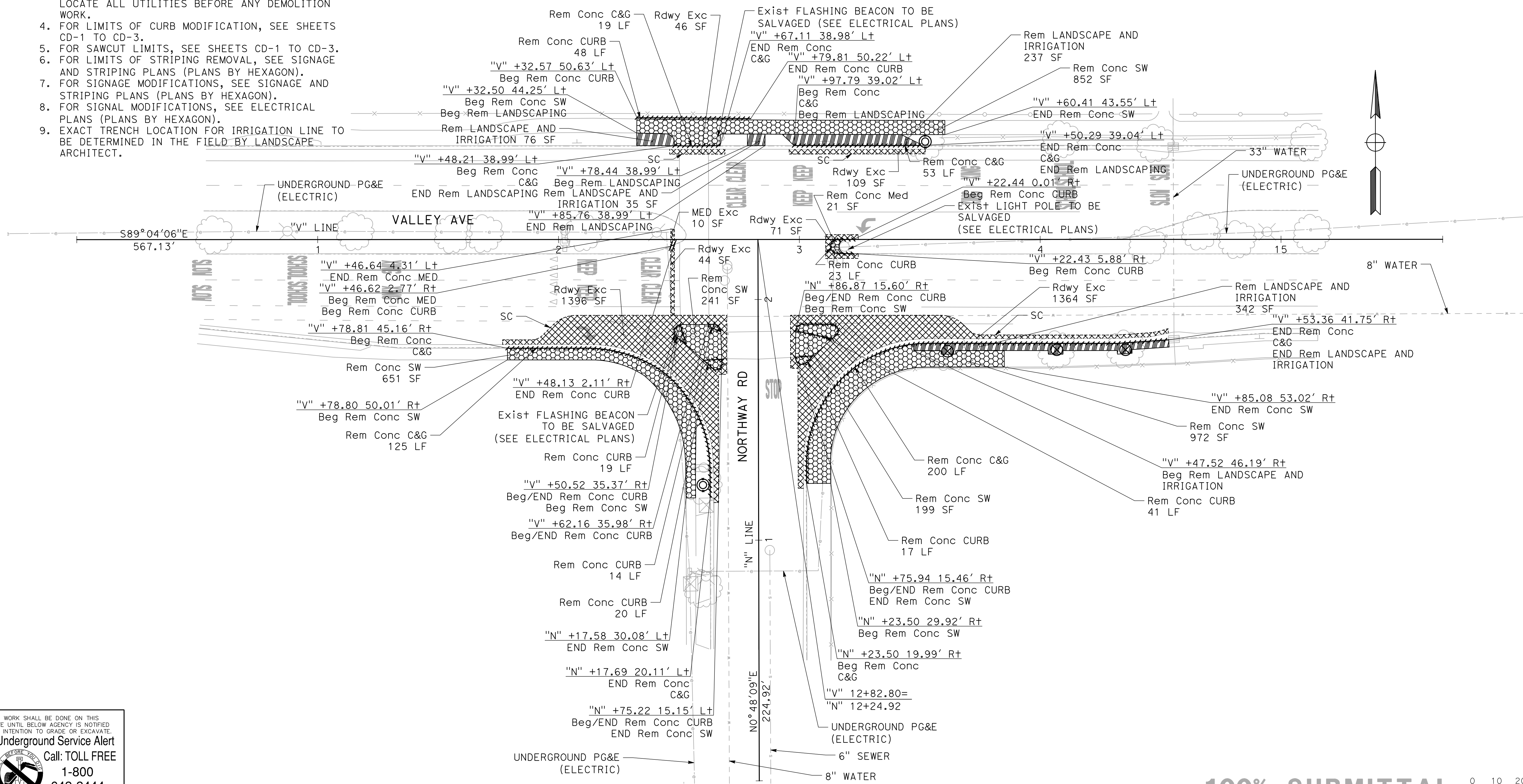
SCALE: NO SCALE	DATE: 1/17/2024	PIN: AL-20106	SD-1	SHEET: 04 OF 20
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NOTES:

1. ALL TREES SHALL REMAIN DURING CONSTRUCTION UNLESS OTHERWISE NOTED.
2. FOR ABBREVIATIONS, SEE SHEET GN-1.
3. CONTRACTOR SHALL POSITIVELY IDENTIFY AND LOCATE ALL UTILITIES BEFORE ANY DEMOLITION WORK.
4. FOR LIMITS OF CURB MODIFICATION, SEE SHEETS CD-1 TO CD-3.
5. FOR SAWCUT LIMITS, SEE SHEETS CD-1 TO CD-3.
6. FOR LIMITS OF STRIPING REMOVAL, SEE SIGNAGE AND STRIPING PLANS (PLANS BY HEXAGON).
7. FOR SIGNAGE MODIFICATIONS, SEE SIGNAGE AND STRIPING PLANS (PLANS BY HEXAGON).
8. FOR SIGNAL MODIFICATIONS, SEE ELECTRICAL PLANS (PLANS BY HEXAGON).
9. EXACT TRENCH LOCATION FOR IRRIGATION LINE TO BE DETERMINED IN THE FIELD BY LANDSCAPE ARCHITECT.

LEGEND:

-  REMOVE CONCRETE SIDEWALK/MEDIAN
-  ROADWAY EXCAVATION
-  REMOVE LANDSCAPE AND IRRIGATION
-  PROTECT EXISTING TREE
-  REMOVE CONCRETE CURB/CURB & GUTTER
-  REMOVE TREE



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

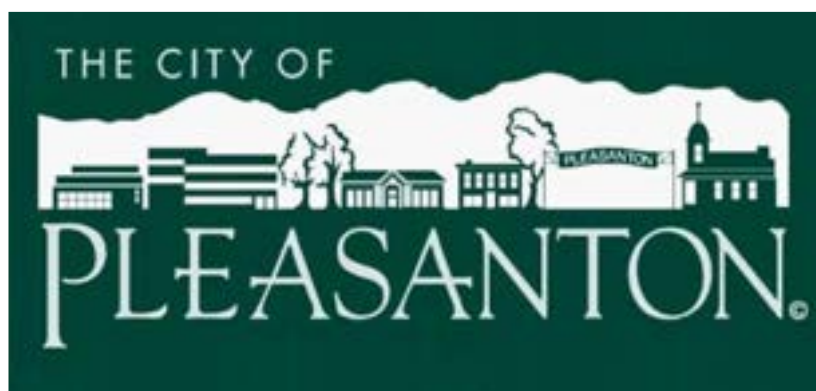
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NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

100% SUBMITTAL

0 10 20
SCALE: 1"=20'

**CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
DEMOLITION PLAN**

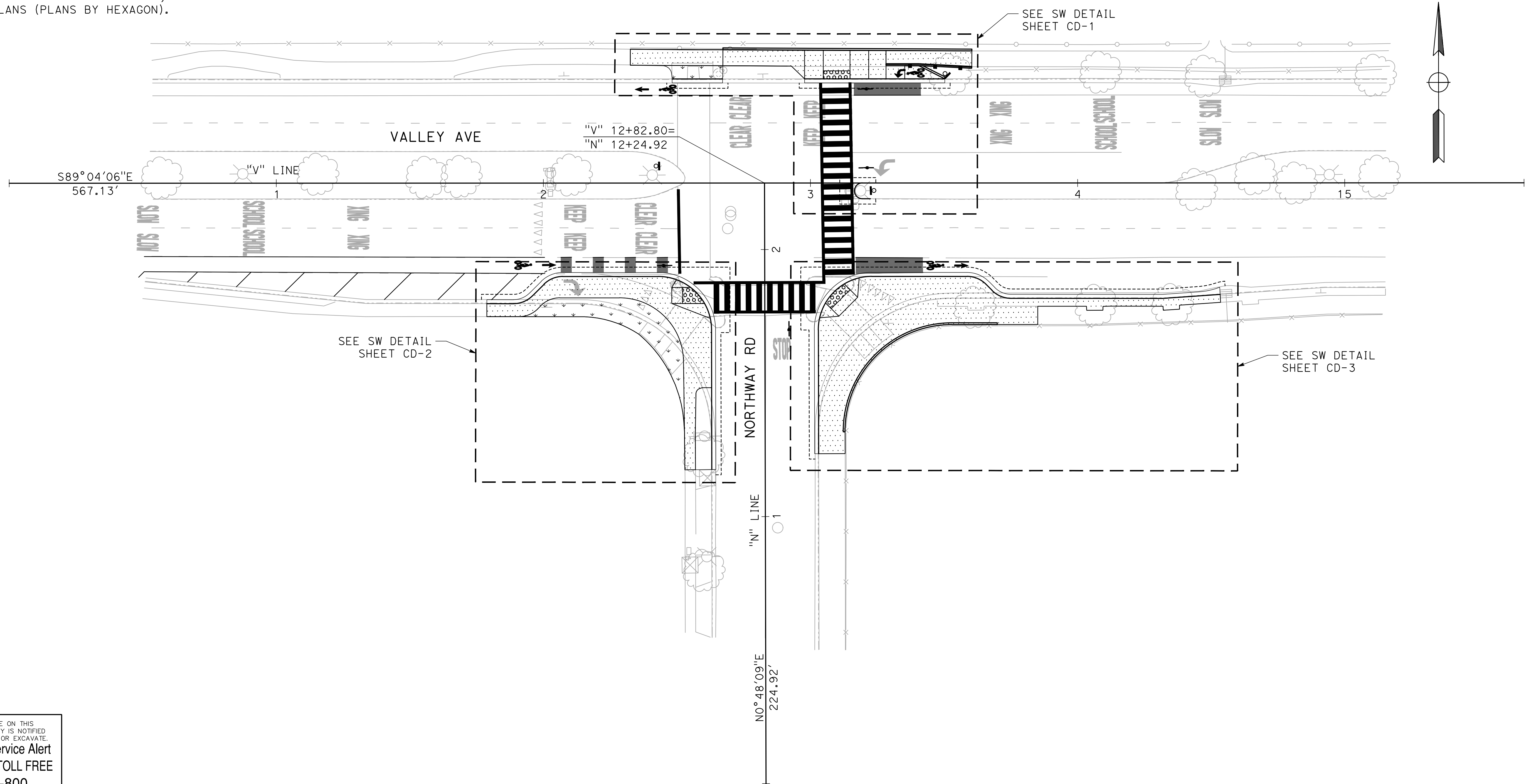
SCALE: 1"=20'	DATE: 1/17/2024	PIN: AL-20106	DM-1	SHEET: 05 OF 20
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NOTES:

1. ALL CURB LOCATIONS ARE AT TOP FACE OF CURB.
2. FOR CURB RAMP DETAILS, SEE SHEETS CD-1 TO CD-3.
3. EXACT LOCATION AND POSITION OF ROADSIDE SIGNS TO BE DETERMINED BY THE ENGINEER.
4. FOR STRIPING MODIFICATIONS, SEE SIGNAGE AND STRIPING PLANS (PLANS BY HEXAGON).
5. FOR SIGNAGE MODIFICATIONS, SEE SIGNAGE AND STRIPING PLANS (PLANS BY HEXAGON).
6. FOR SIGNAL MODIFICATIONS, SEE ELECTRICAL PLANS (PLANS BY HEXAGON).

LEGEND:

- CONCRETE SIDEWALK
- LANDSCAPE AREA
- DETECTABLE WARNING SURFACE
- SAWCUT



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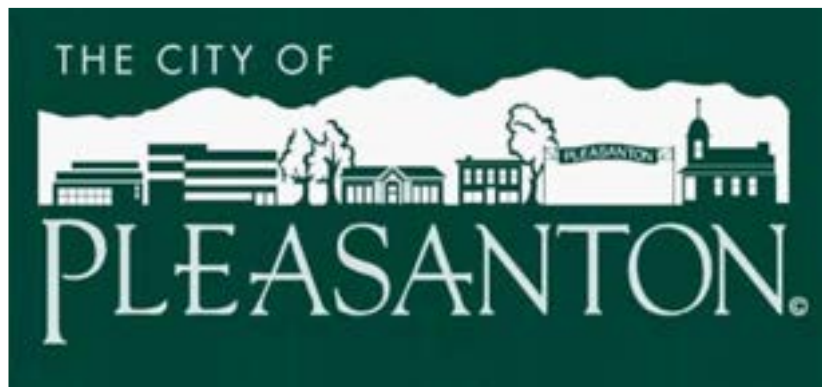
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0 10 20
SCALE: 1"=20'

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NO.	DATE	DESCRIPTION	APPROVED
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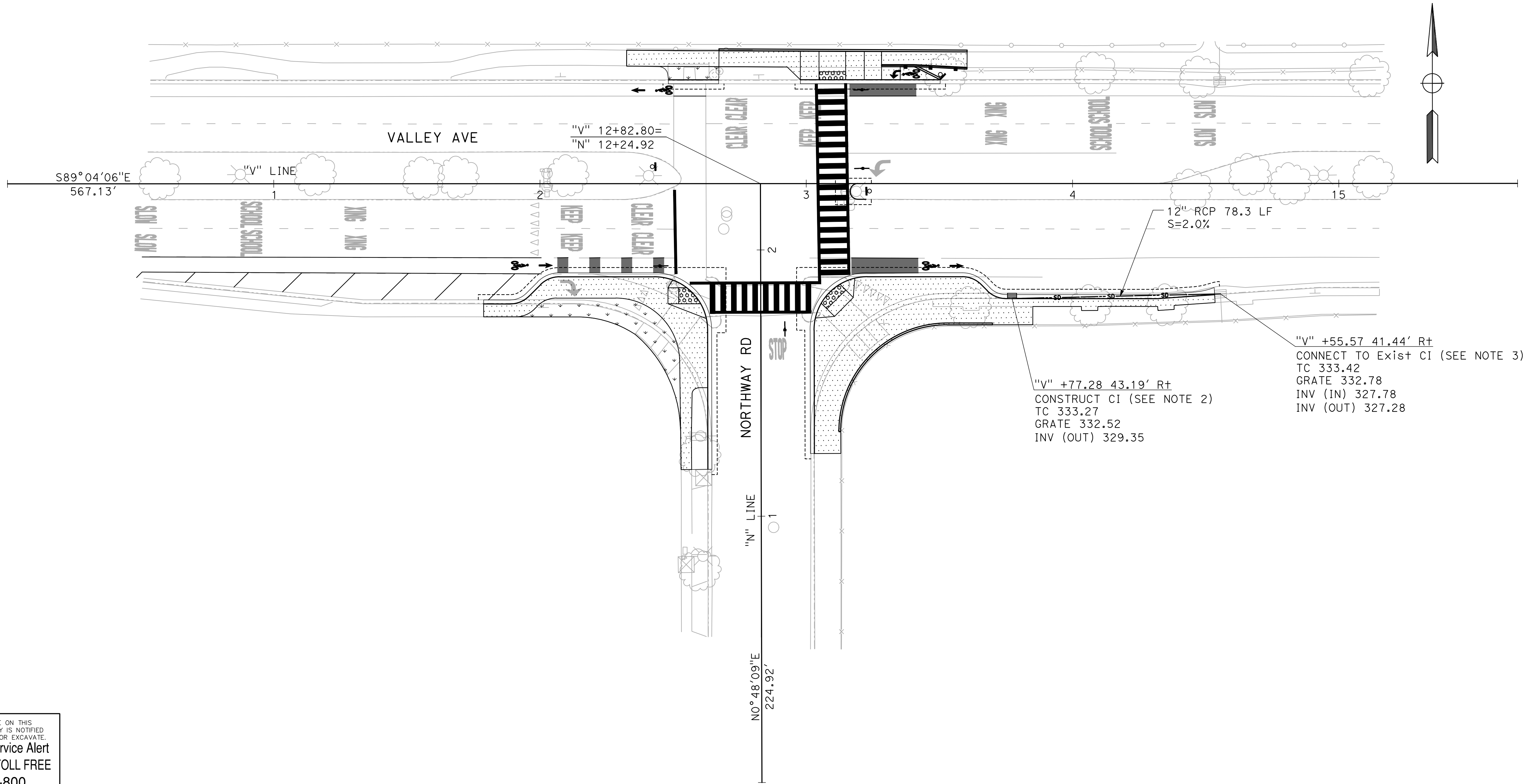
CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
LAYOUT

SCALE: 1"=20' DATE: 1/17/2024 PIN: AL-20106 **L0-1** SHEET: 06 OF 20

- NOTES:**
- 1. FOR NOTES AND LEGEND, SEE SHEET LO-1.
 - 2. FOR CI DETAIL, SEE CITY OF PLEASANTON STANDARD DETAIL 201A.
 - 3. EXISTING CI IS INTENDED TO REMAIN. CONTRACTOR TO CONNECT NEW PIPE TO EXISTING CI. IF EXISTING CI IS DAMAGED DURING CONSTRUCTION, DAMAGED CI IS TO BE REPLACED WITH NEW CI AT THE EXPENSE OF THE CONTRACTOR.

LEGEND:

---SD--- 12" REINFORCED
CONCRETE PIPE



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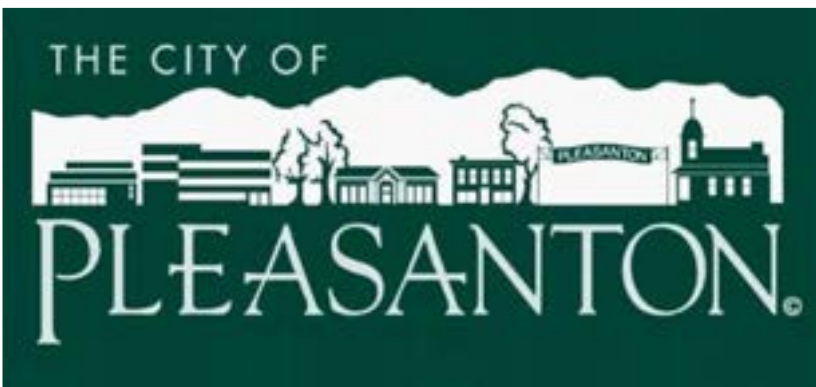
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100% SUBMITTAL

0 10 20
SCALE: 1"=20'

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NO.	DATE	DESCRIPTION	APPROVED
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**CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
DRAINAGE**

SCALE: 1"=20' DATE: 1/17/2024 PIN: AL-20106 **D-1** SHEET: 07 OF 20

1. FOR NOTES, SEE SHEET LO-1.
2. FOR CURB AND GUTTER AND SIDEWALK DETAILS, SEE CITY OF PLEASANTON STANDARD DETAIL 101.
3. FOR CURB RAMP DETAIL, SEE CITY OF PLEASANTON STANDARD DETAIL 115A.
4. FOR RETAINING CURB DETAIL, SEE RETAINING CURB DETAIL ON SHEET CD-6.
5. FOR LIMITS OF CURB MODIFICATIONS SEE SHEETS CD-1 TO CD-3.
6. FOR GUARDRAIL DETAILS, SEE DETAILS 1-20 ON SHEETS CD-4 TO CD-6.

	SIDEWALK (4" PCC ON 3" AB)		12" REINFORCED CONCRETE PIPE
	LANDSCAPE AREA (SEE L-1 and IR-1)		GUARDRAIL
	DETECTABLE WARNING SURFACE		SAWCUT



"V" LINE

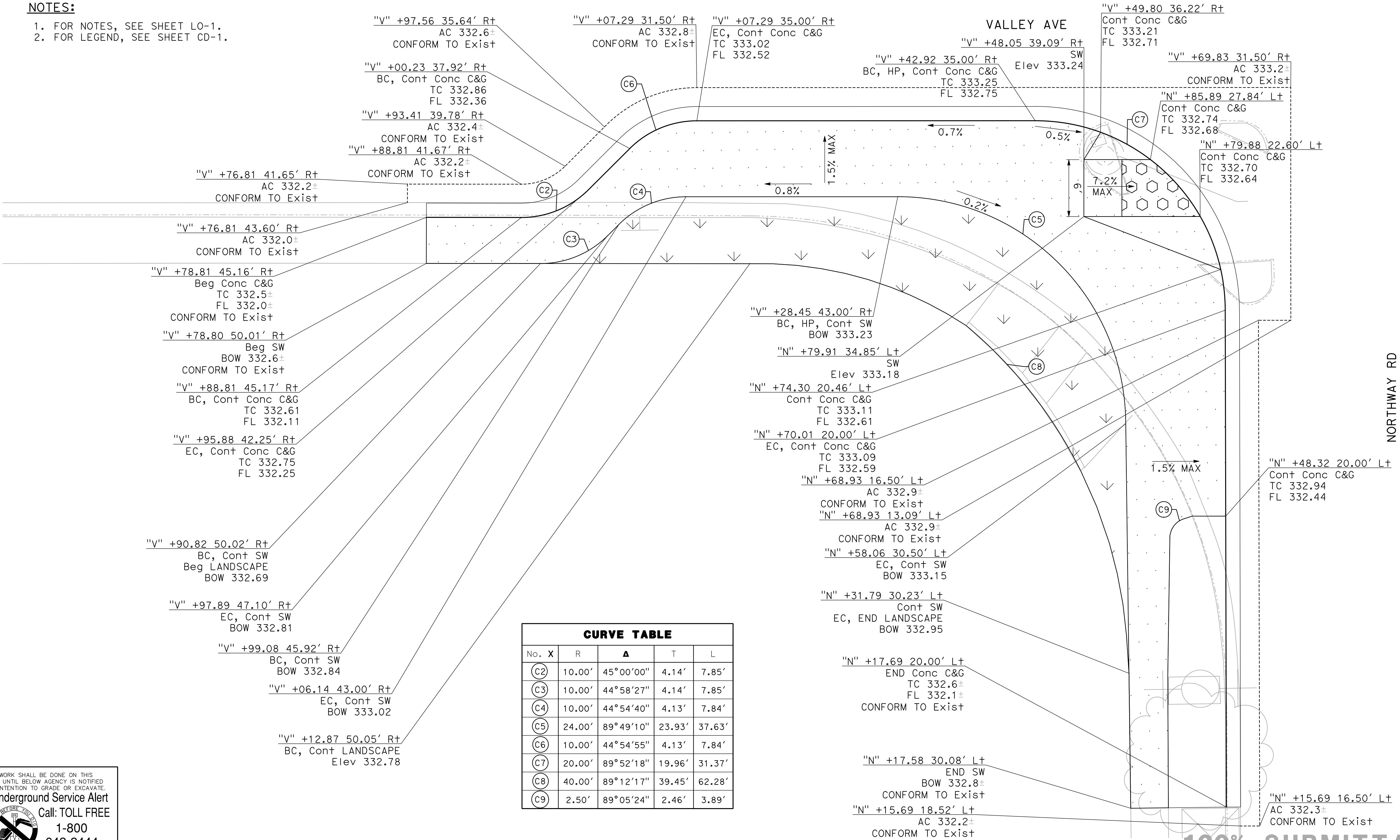
NORTHWAY RD

"V" +24.43 7.88' R+
AC 333.6±
CONFORM TO Exist

DESIGNED BY: AL
DRAWN BY: AS

SHEET:
08 OF 20

NOTES:
1. FOR NOTES, SEE SHEET LO-1.
2. FOR LEGEND, SEE SHEET CD-1.



CURVE TABLE				
No. X	R	Δ	T	L
(C2)	10.00'	45°00'00"	4.14'	7.85'
(C3)	10.00'	44°58'27"	4.14'	7.85'
(C4)	10.00'	44°54'40"	4.13'	7.84'
(C5)	24.00'	89°49'10"	23.93'	37.63'
(C6)	10.00'	44°54'55"	4.13'	7.84'
(C7)	20.00'	89°52'18"	19.96'	31.37'
(C8)	40.00'	89°12'17"	39.45'	62.28'
(C9)	2.50'	89°05'24"	2.46'	3.89'

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1-800

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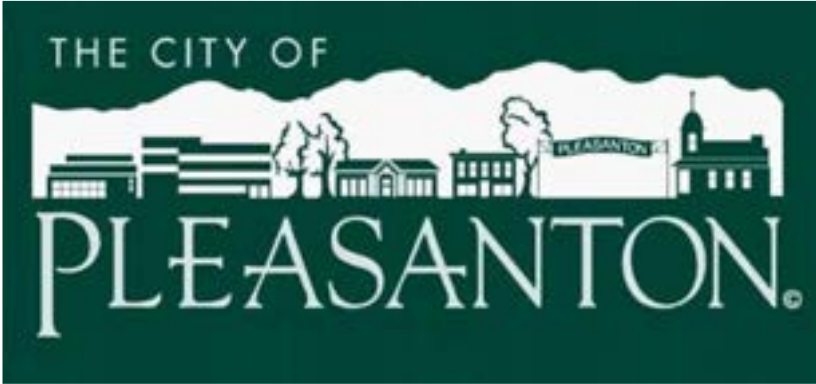
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(510) 844-5600



A. LEE
No. 73244
Exp. 12/31/24
CIVIL
STATE OF CALIFORNIA



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NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL			
DRAWN BY: AS			

CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
CONSTRUCTION DETAILS

SCALE: 1"=5'

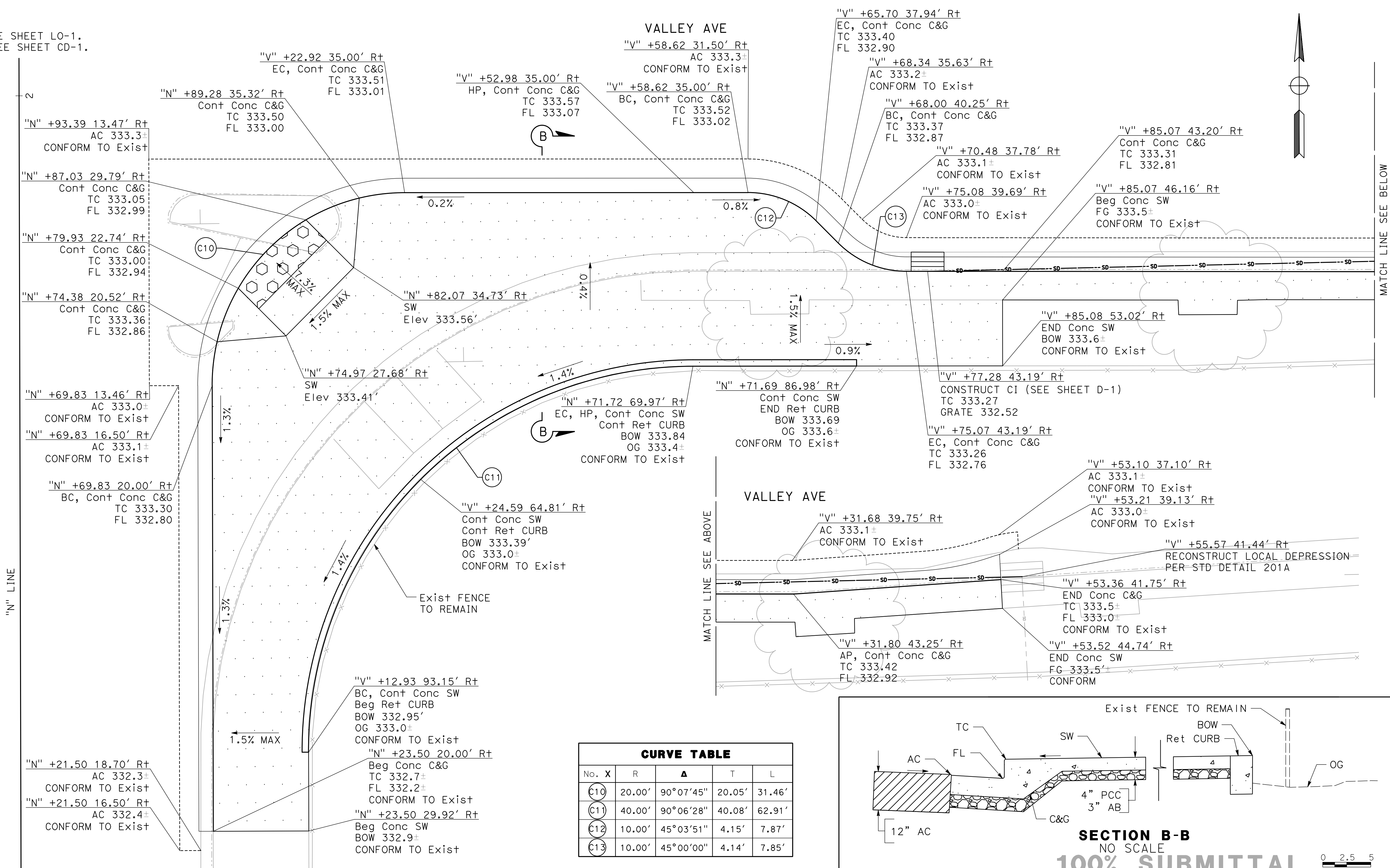
DATE: 1/17/2024

PIN: AL-20106

CD-2

SHEET: 09 OF 20

NOTES:
1. FOR NOTES, SEE SHEET LO-1.
2. FOR LEGEND, SEE SHEET CD-1.



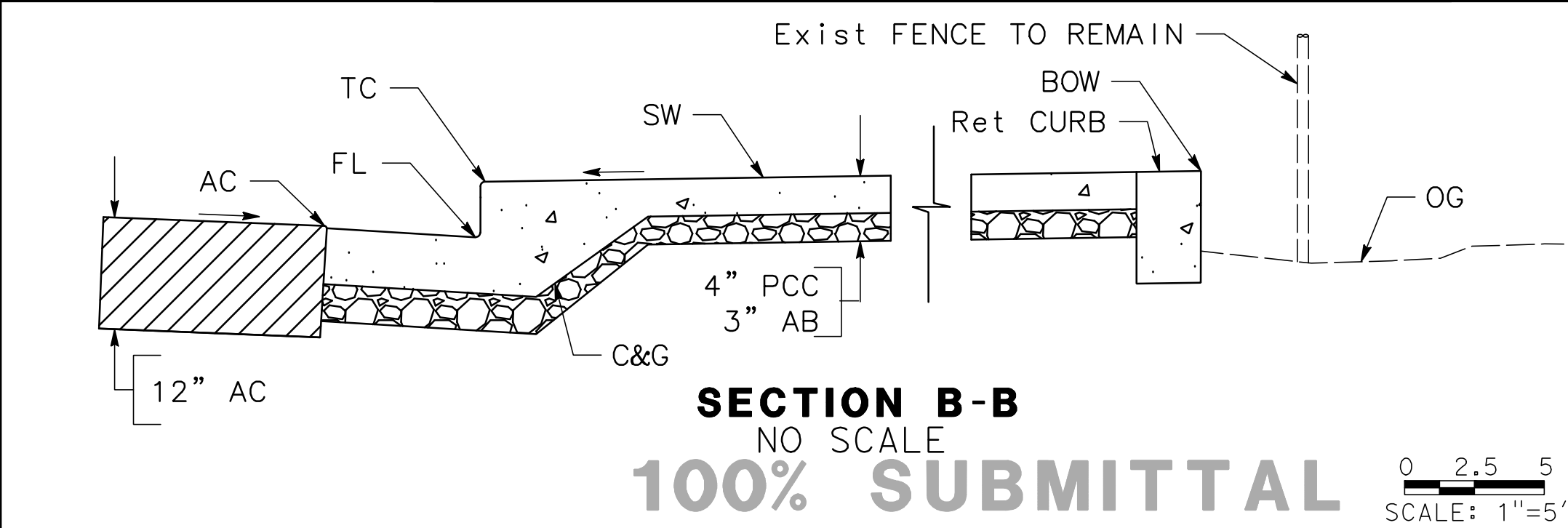
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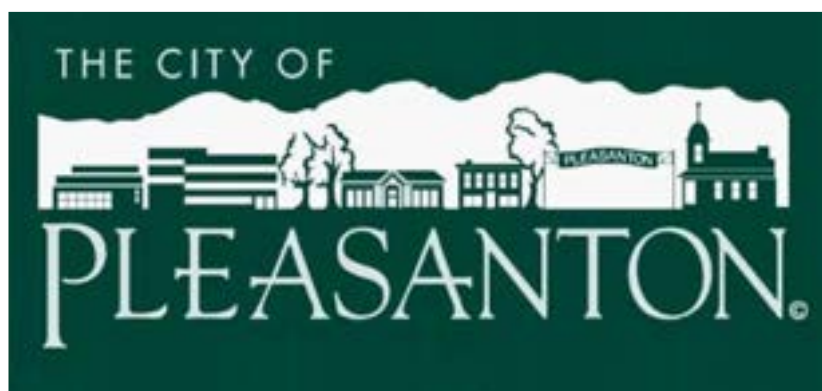
TWO WORKING DAYS BEFORE YOU DIG

CURVE TABLE					
No. X	R	Δ	T	L	
C10	20.00'	90°07'45"	20.05'	31.46'	
C11	40.00'	90°06'28"	40.08'	62.91'	
C12	10.00'	45°03'51"	4.15'	7.87'	
C13	10.00'	45°00'00"	4.14'	7.85'	



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OAKLAND, CA 94612
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REVISIONS			
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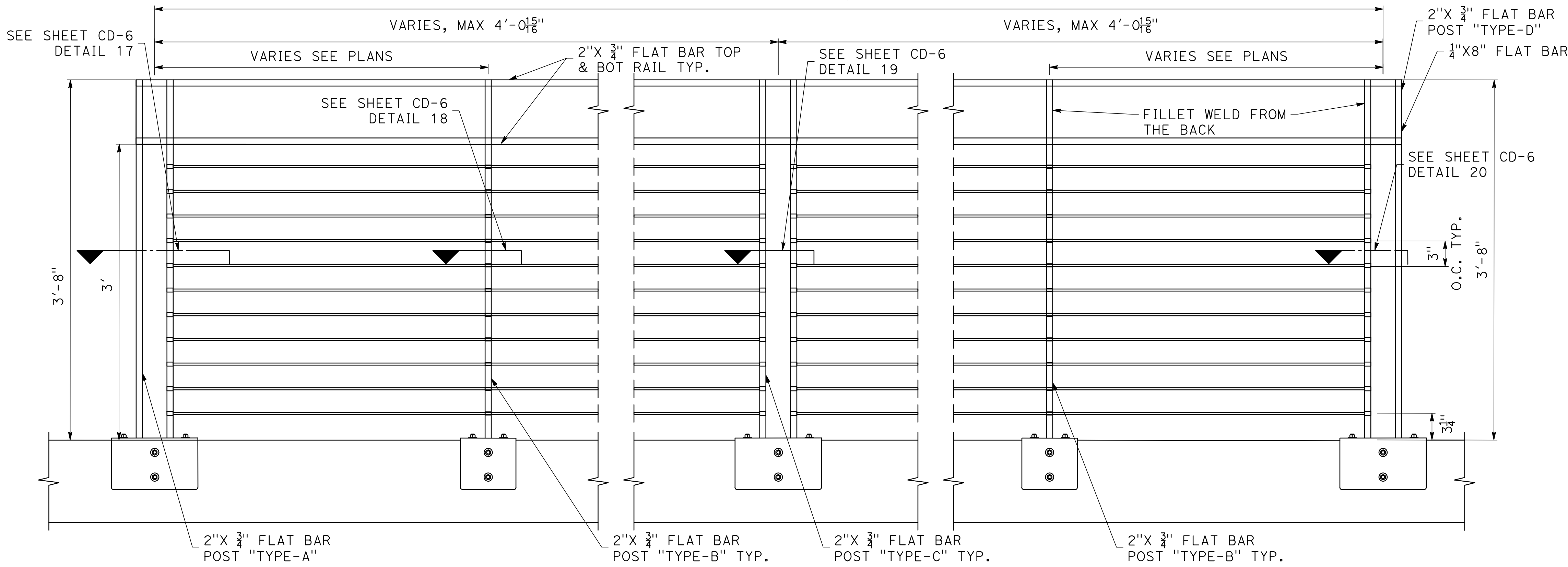
CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
CONSTRUCTION DETAILS

SCALE: 1"=5'	DATE: 1/17/2024	PIN: AL-20106	CD-3	SHEET: 10 OF 20
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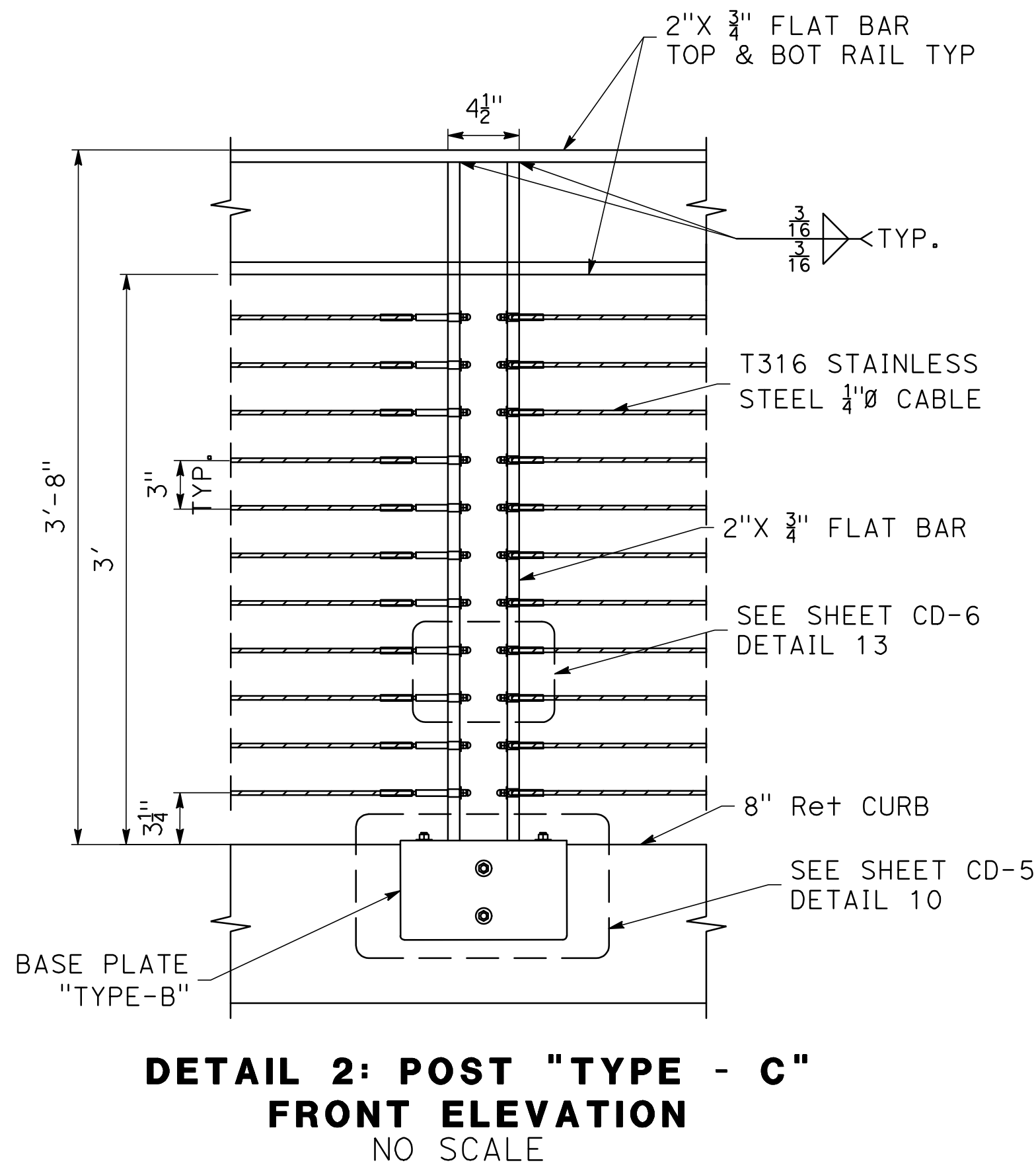
NOTES:

1. FOR GUARDRAIL SPECIFICATION, SEE SHEET GN-2.

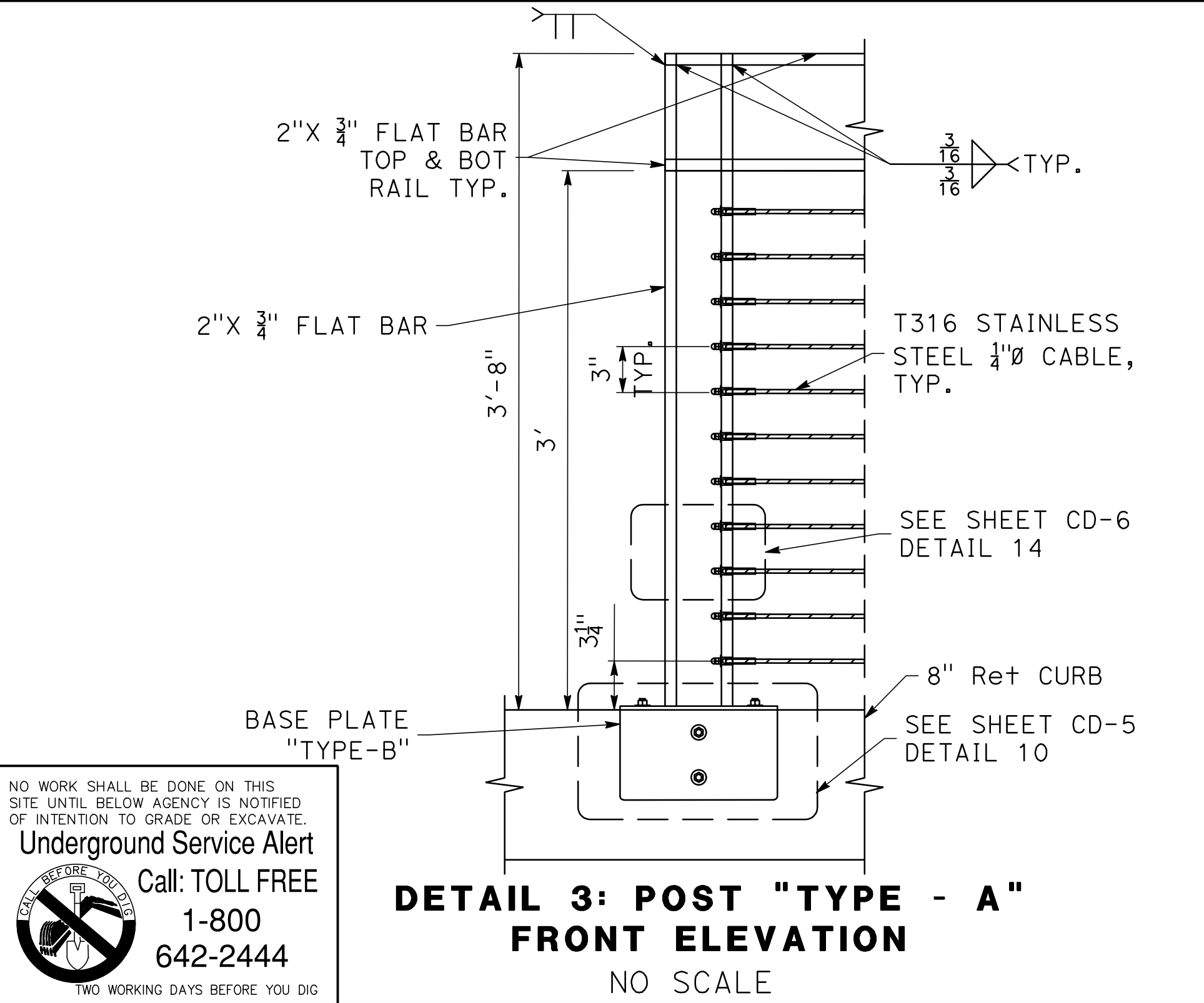
VARIES, MAX 23'-8³/₄"



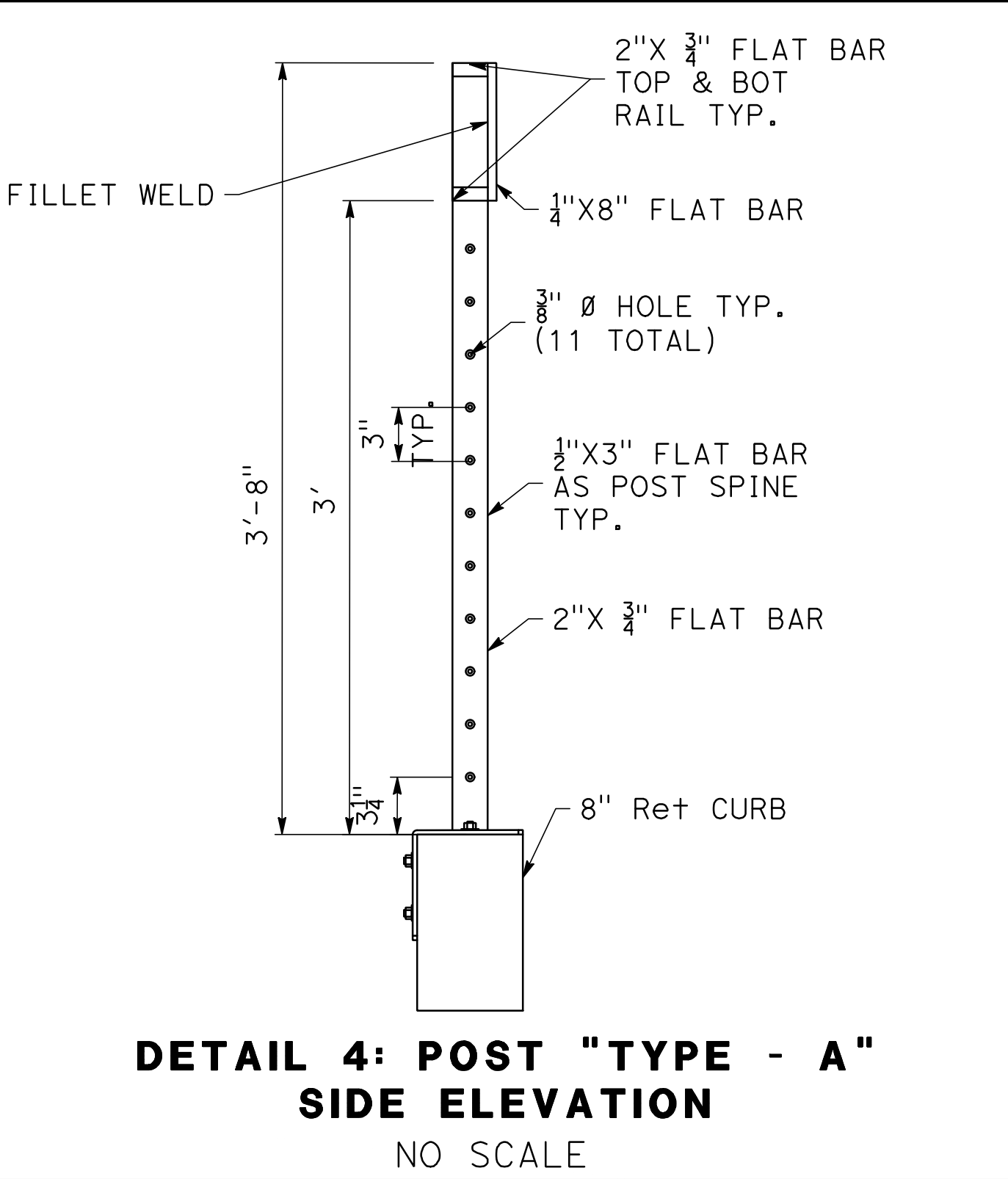
DETAIL 1: ELEVATION
NO SCALE



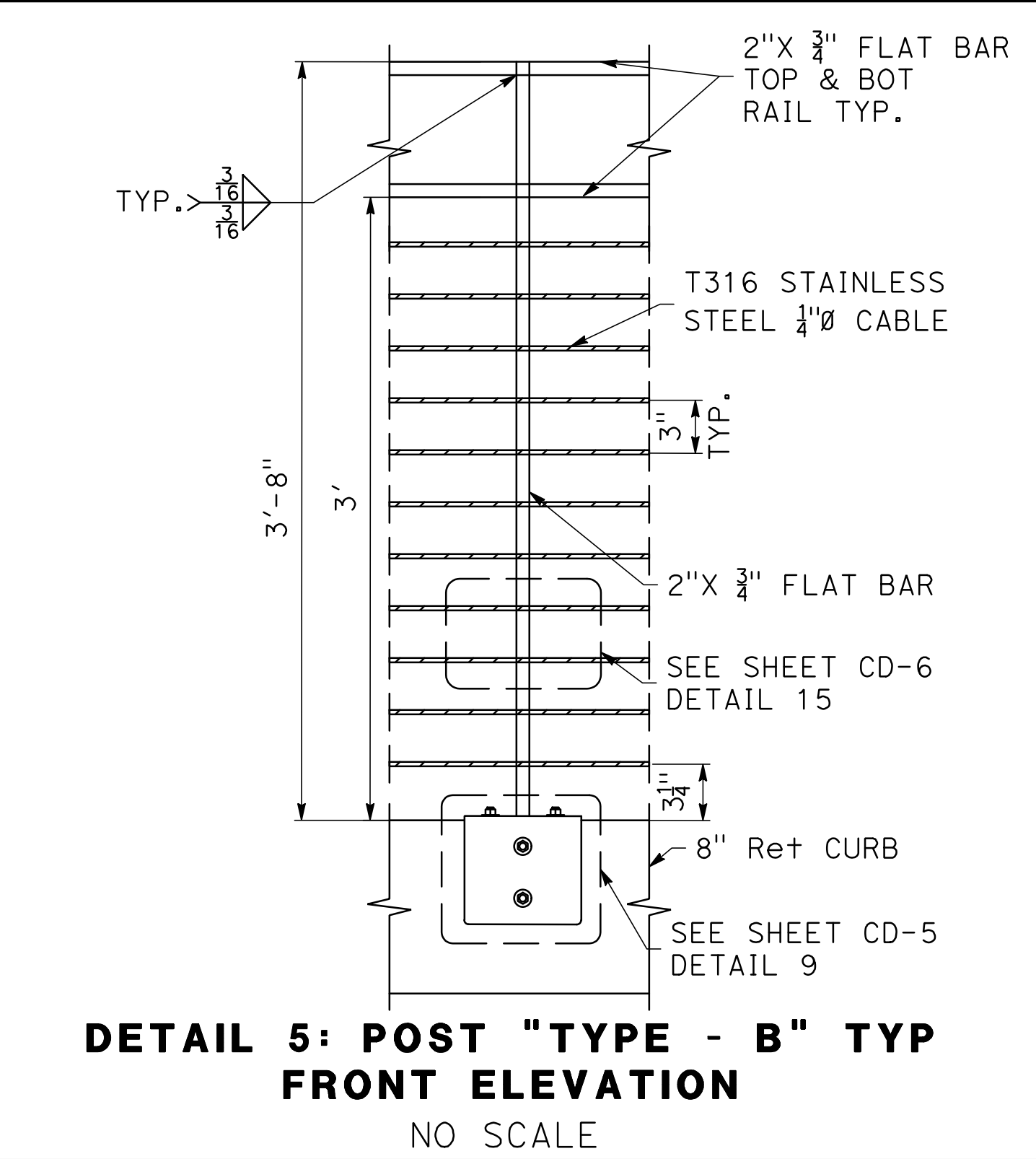
DETAIL 2: POST "TYPE - C"
FRONT ELEVATION
NO SCALE



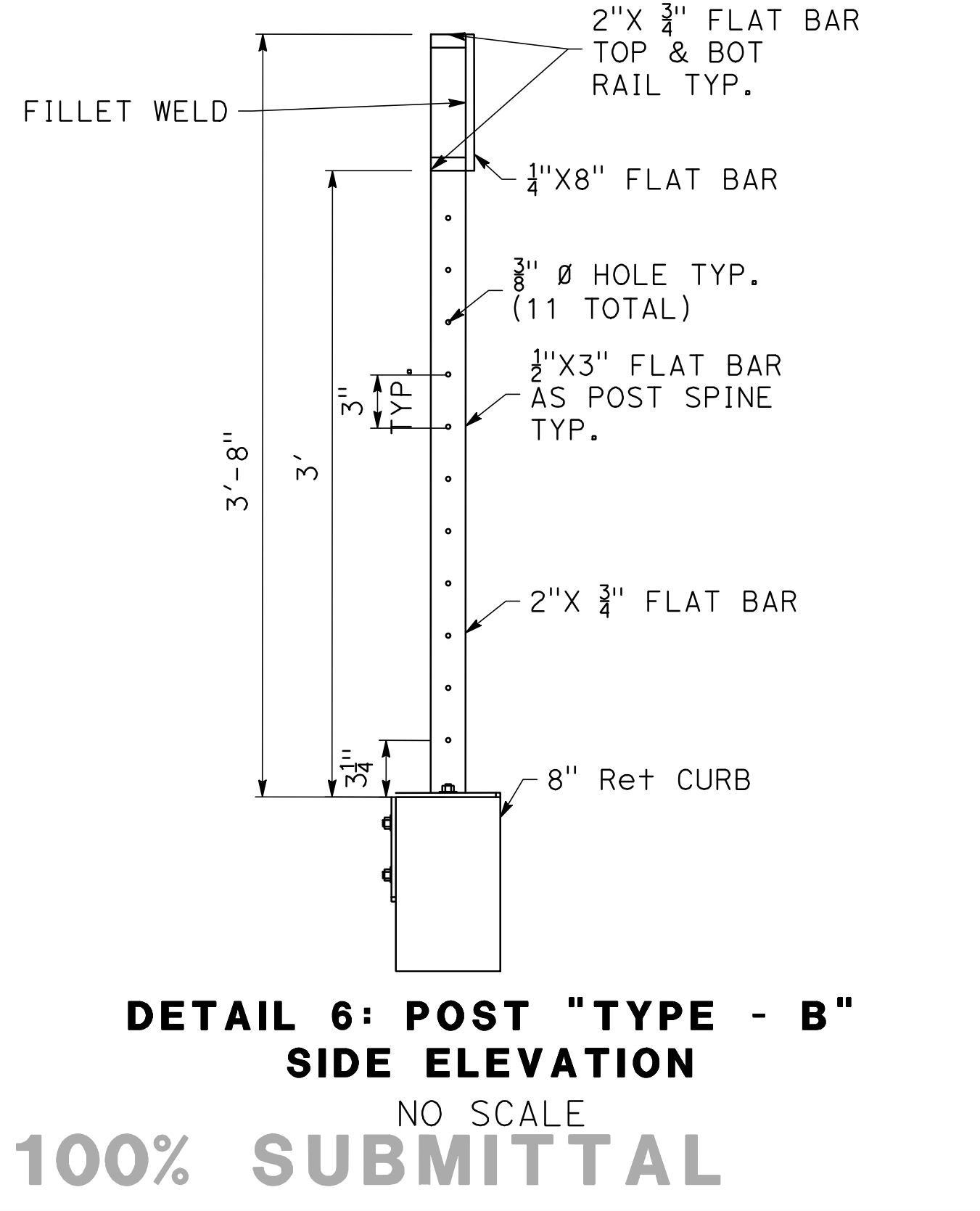
DETAIL 3: POST "TYPE - A"
FRONT ELEVATION
NO SCALE



DETAIL 4: POST "TYPE - A"
SIDE ELEVATION
NO SCALE



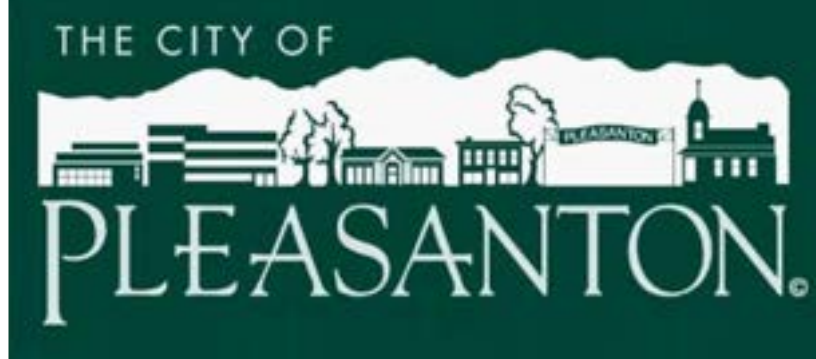
DETAIL 5: POST "TYPE - B" TYP
FRONT ELEVATION
NO SCALE



DETAIL 6: POST "TYPE - B"
SIDE ELEVATION
NO SCALE

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Call: TOLL FREE 1-800 642-2444
TWO WORKING DAYS BEFORE YOU DIG

MARK THOMAS
1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600

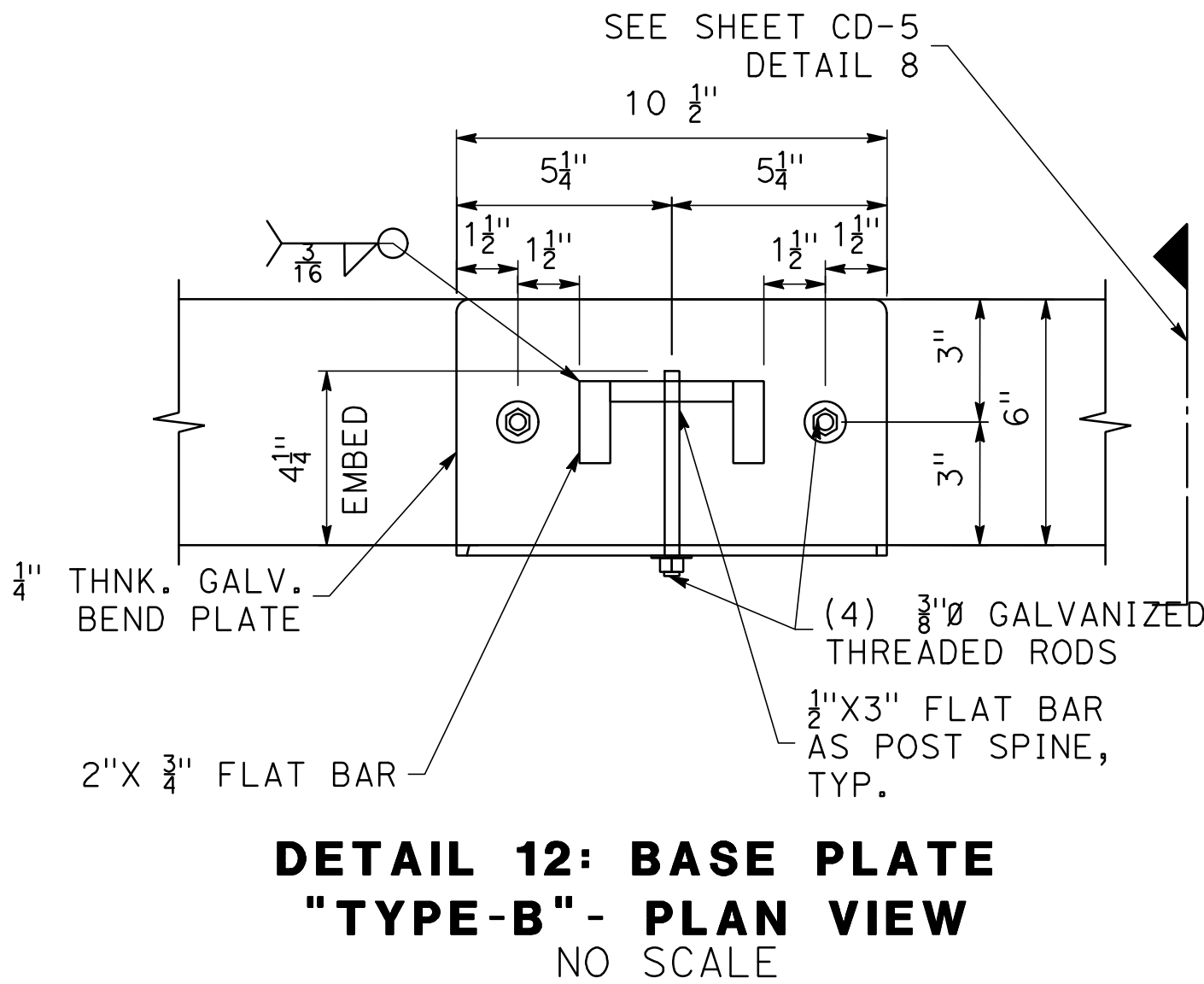
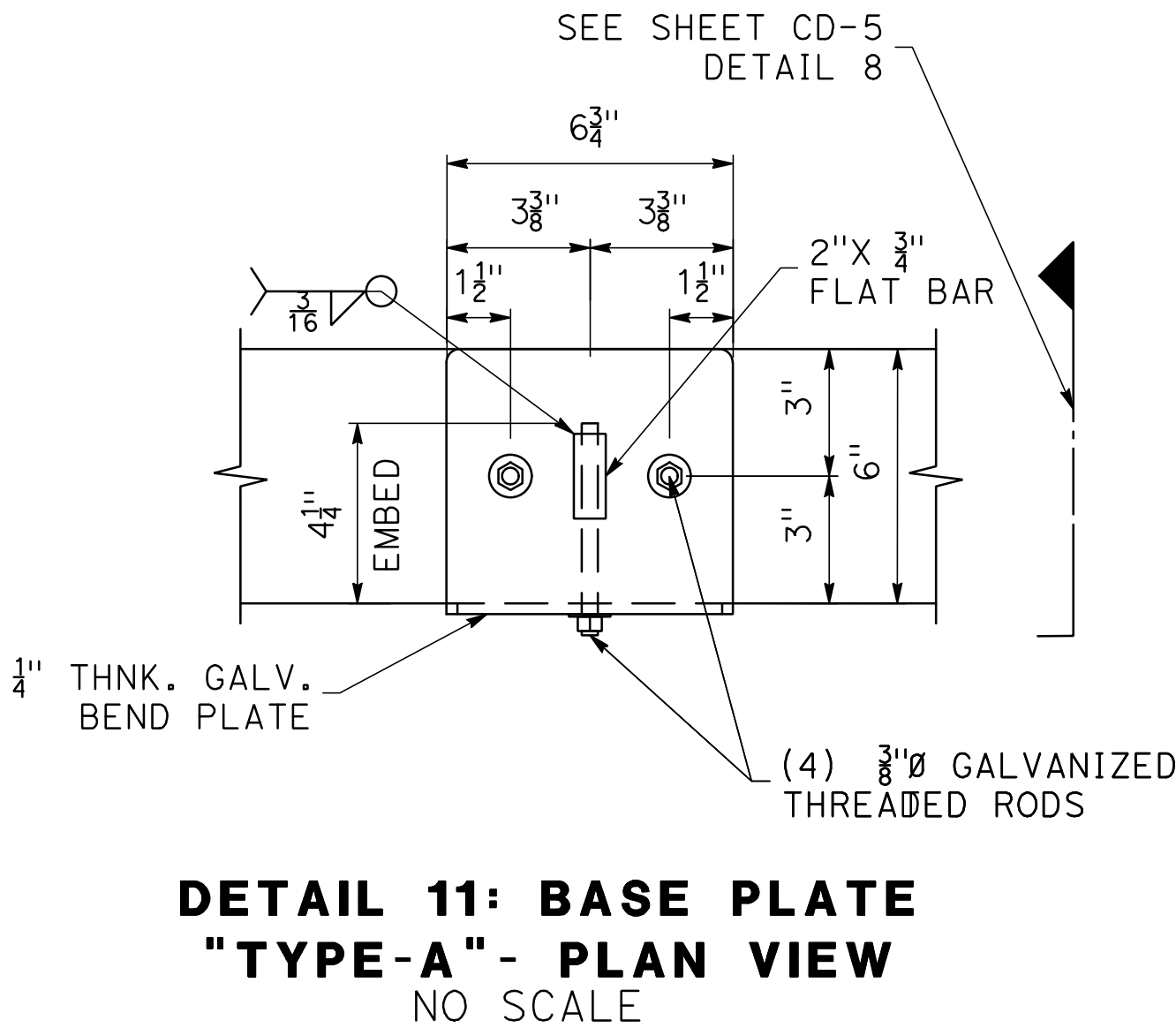
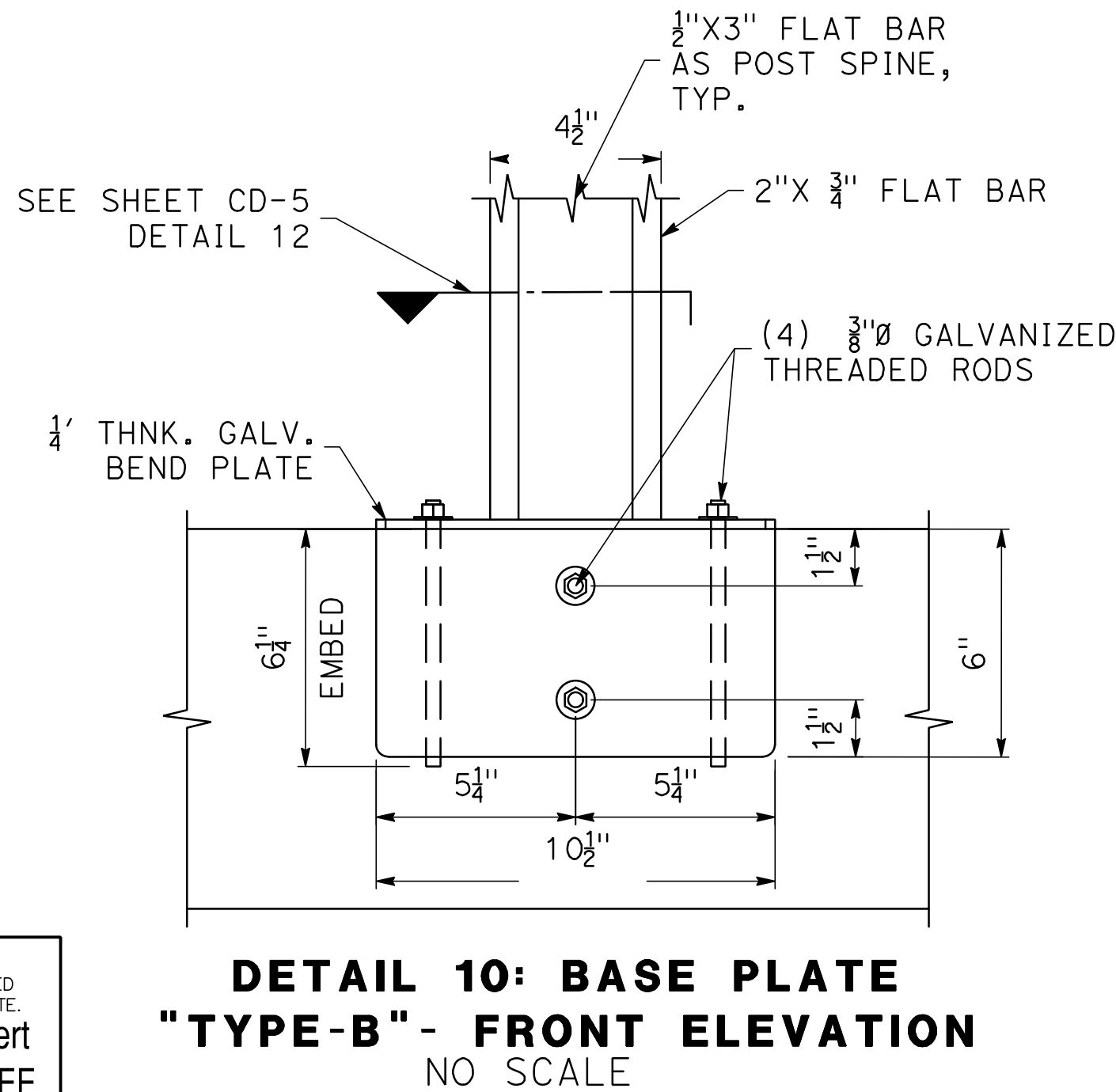
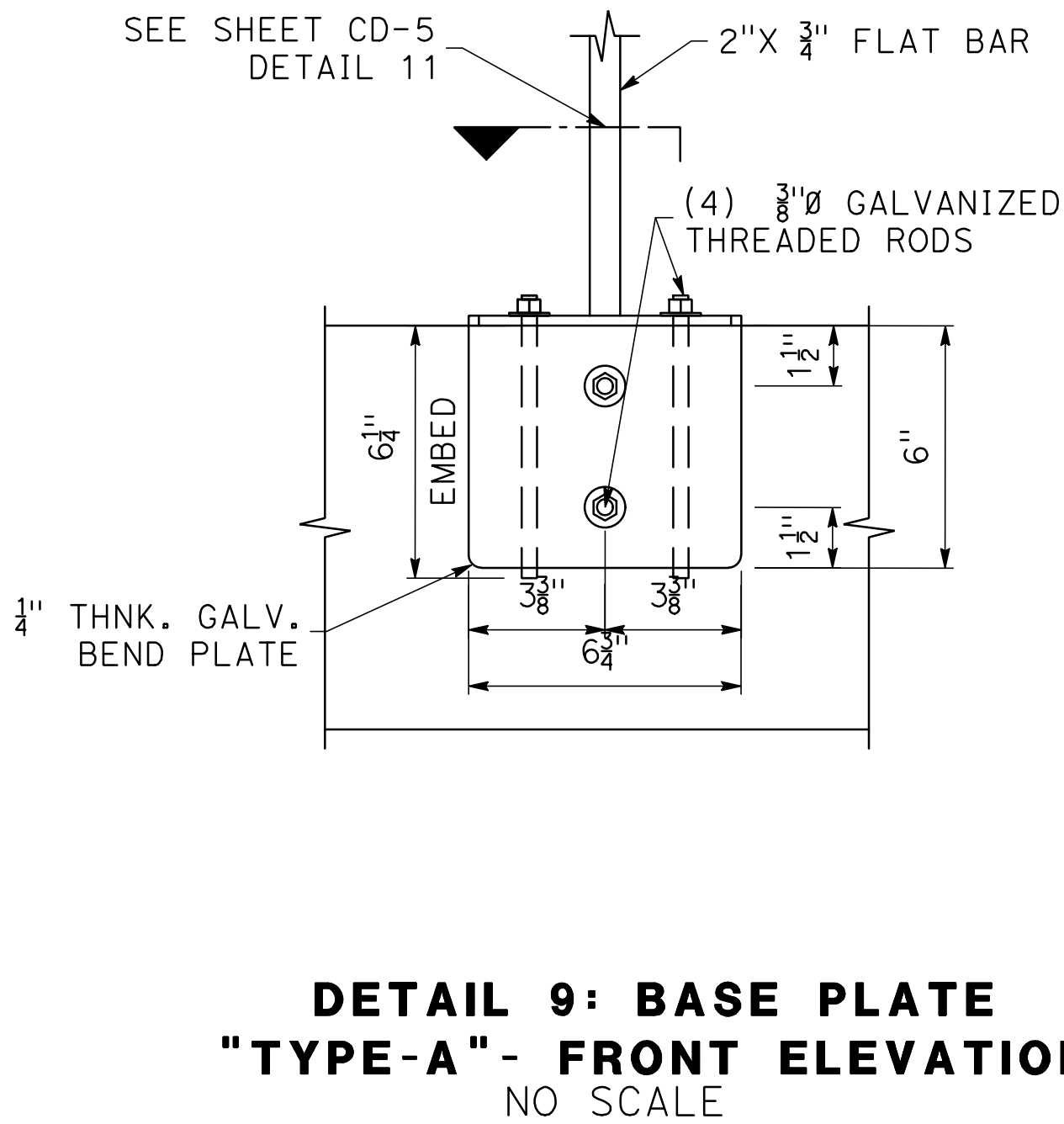
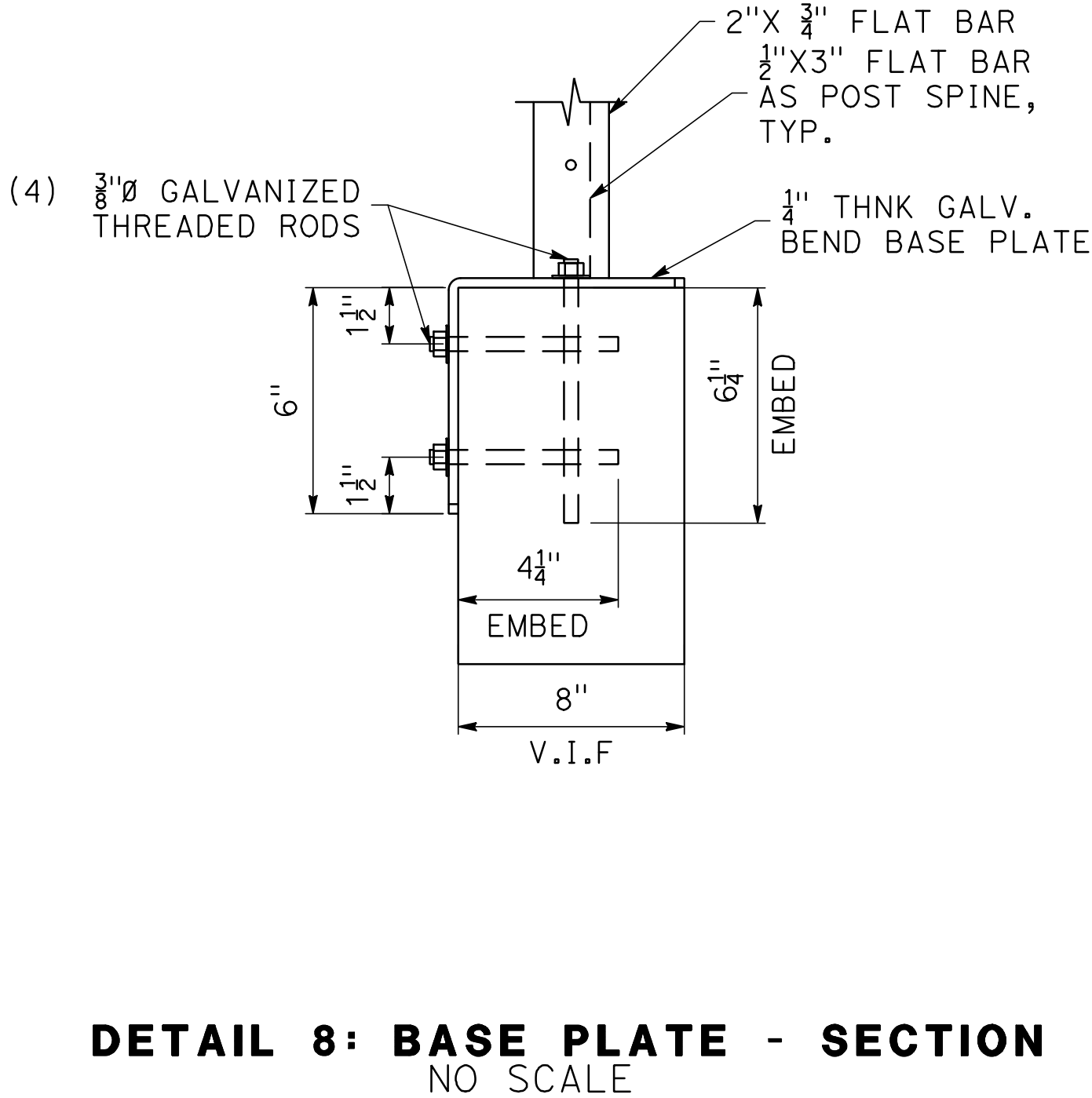
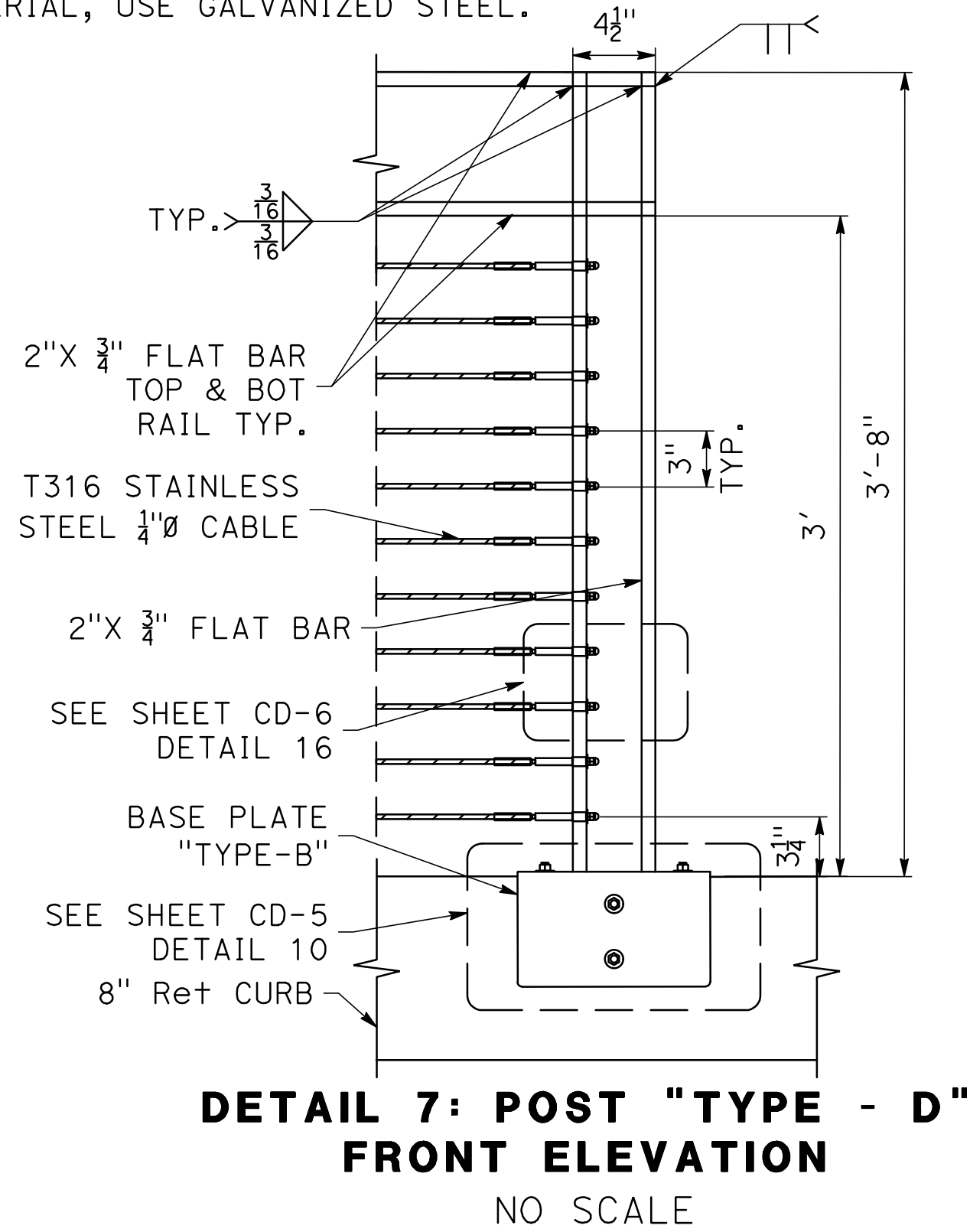


REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

CITY OF PLEASANTON VALLEY AVE & NORTHWAY RD INTERSECTION IMPROVEMENTS CONSTRUCTION DETAILS			
SCALE: NO SCALE	DATE: 1/17/2024	PIN: AL-20106	SHEET: CD-4 11 OF 20

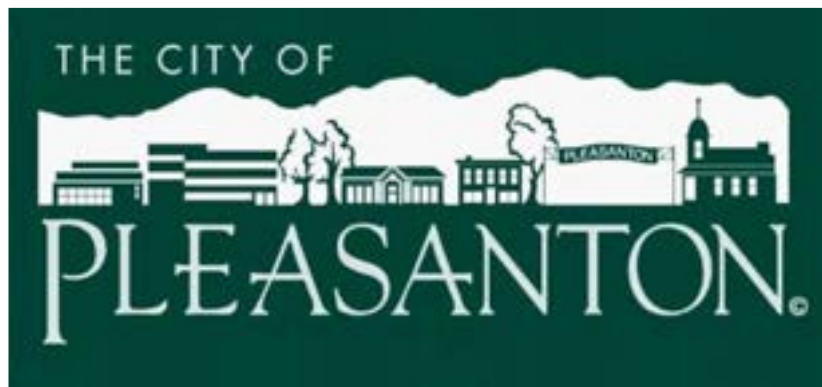
NOTES:

1. FOR NOTES, SEE SHEET LO-1.
2. FOR LEGEND, SEE SHEET CD-1.
3. FOR POST MATERIAL, USE GALVANIZED STEEL.



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800
642-2444
TWO WORKING DAYS BEFORE YOU DIG

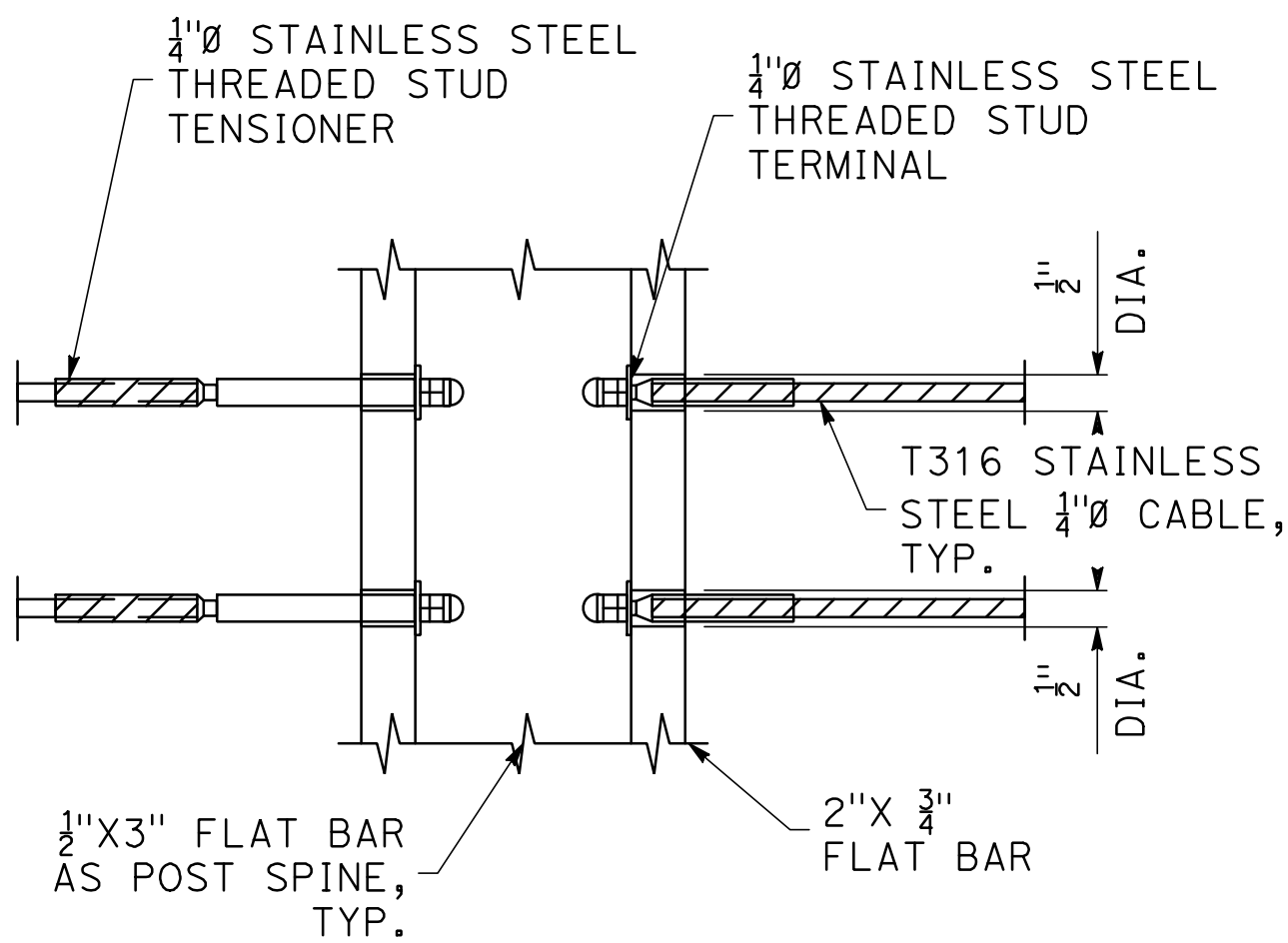
MARK THOMAS
1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600



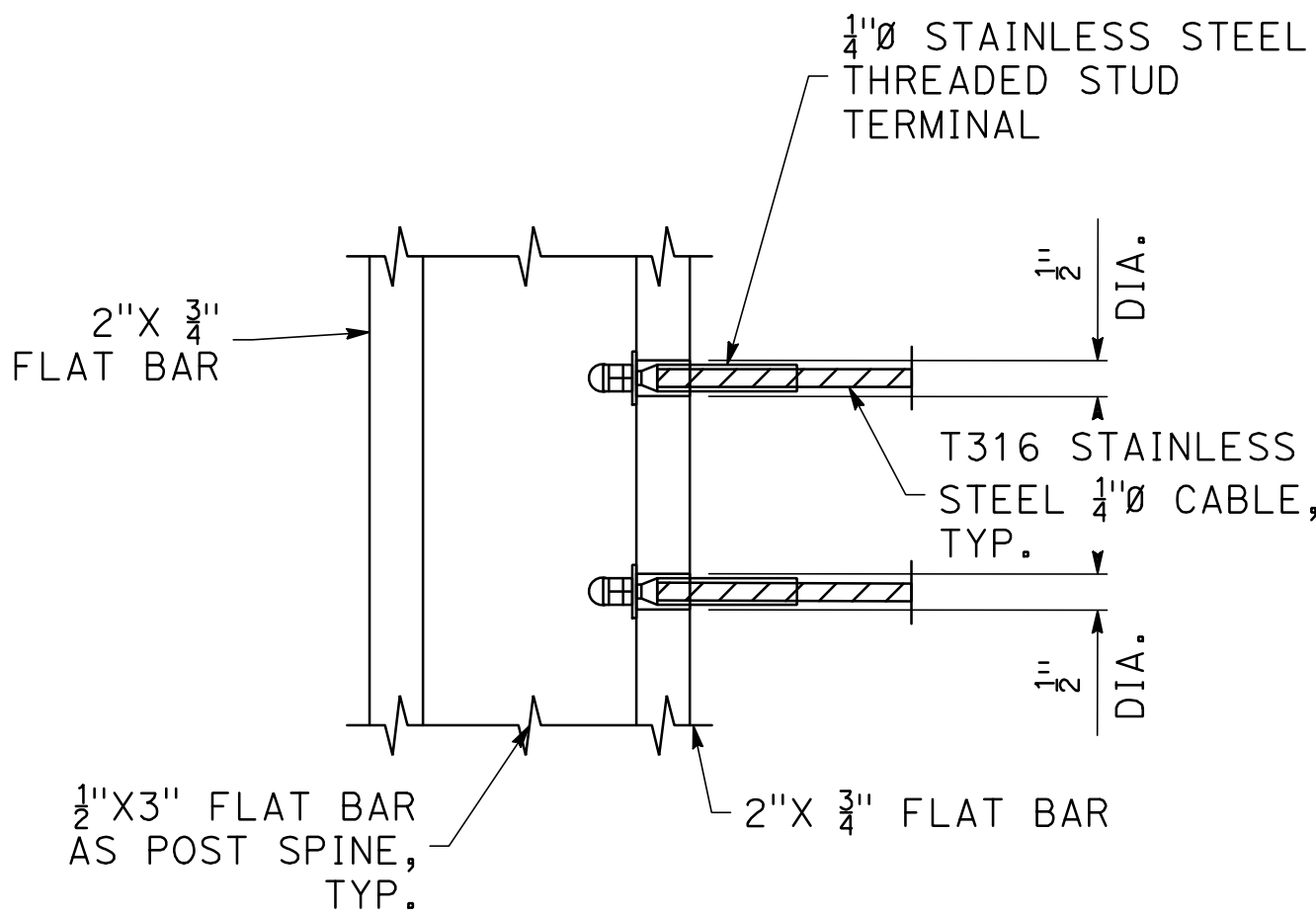
REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

**CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
CONSTRUCTION DETAILS**

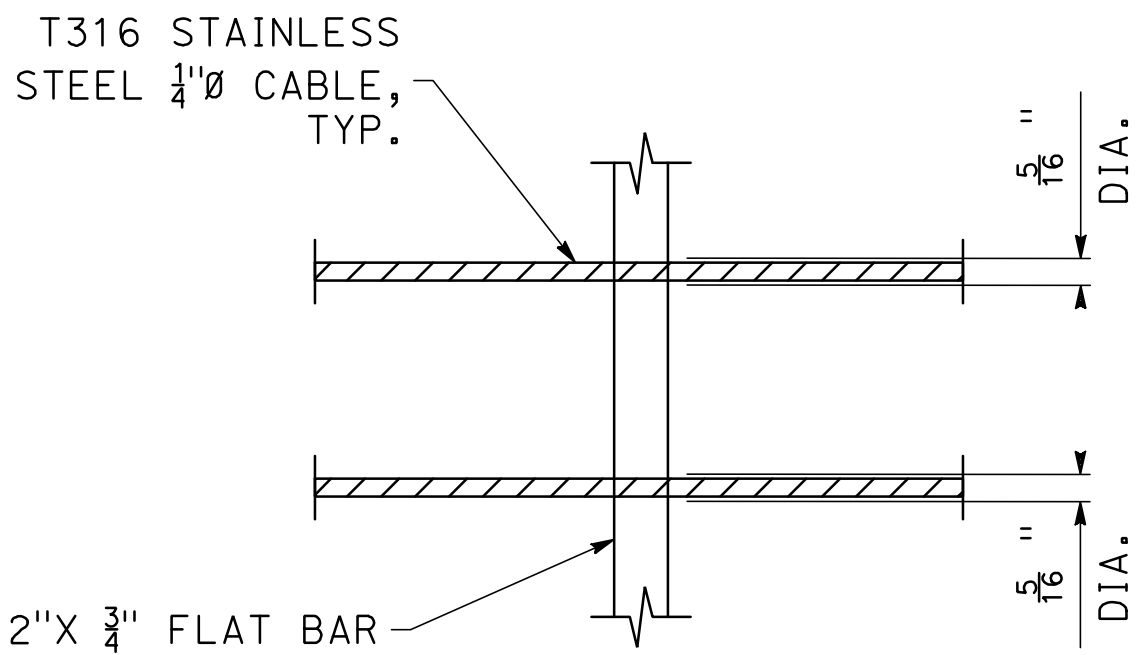
SCALE: NO SCALE DATE: 1/17/2024 PIN: AL-20106 **CD-5** SHEET: 12 OF 20



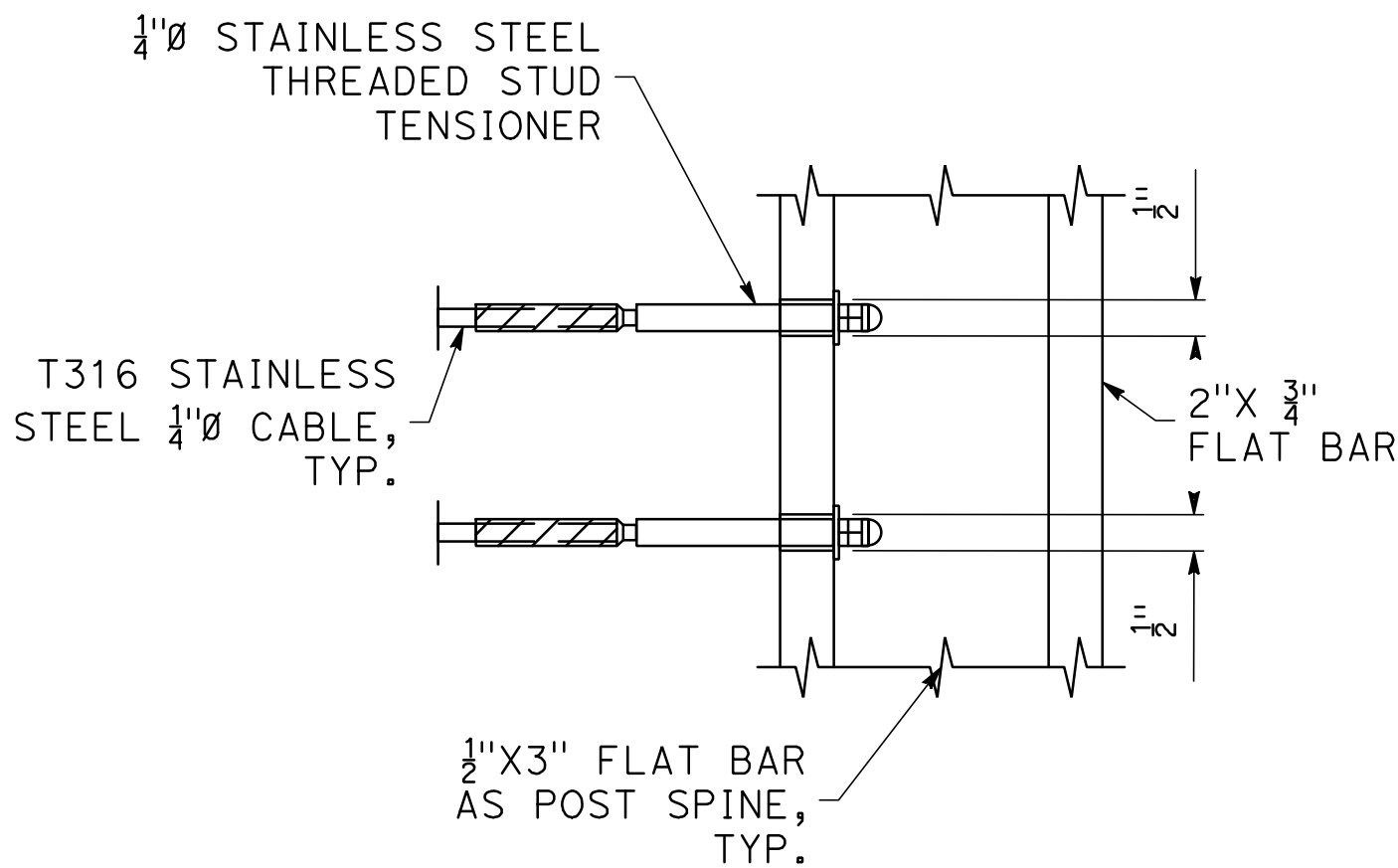
DETAIL 13
NO SCALE



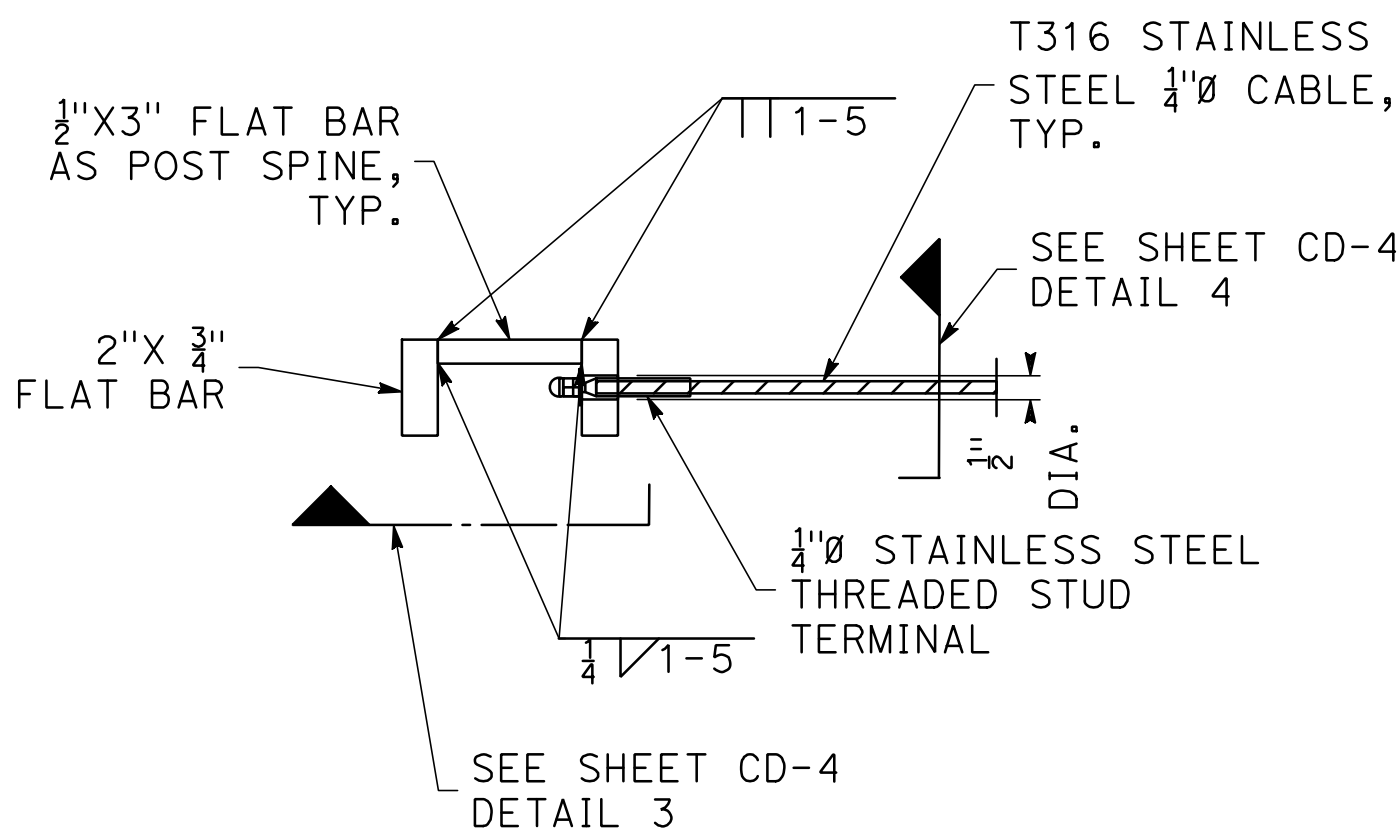
DETAIL 14
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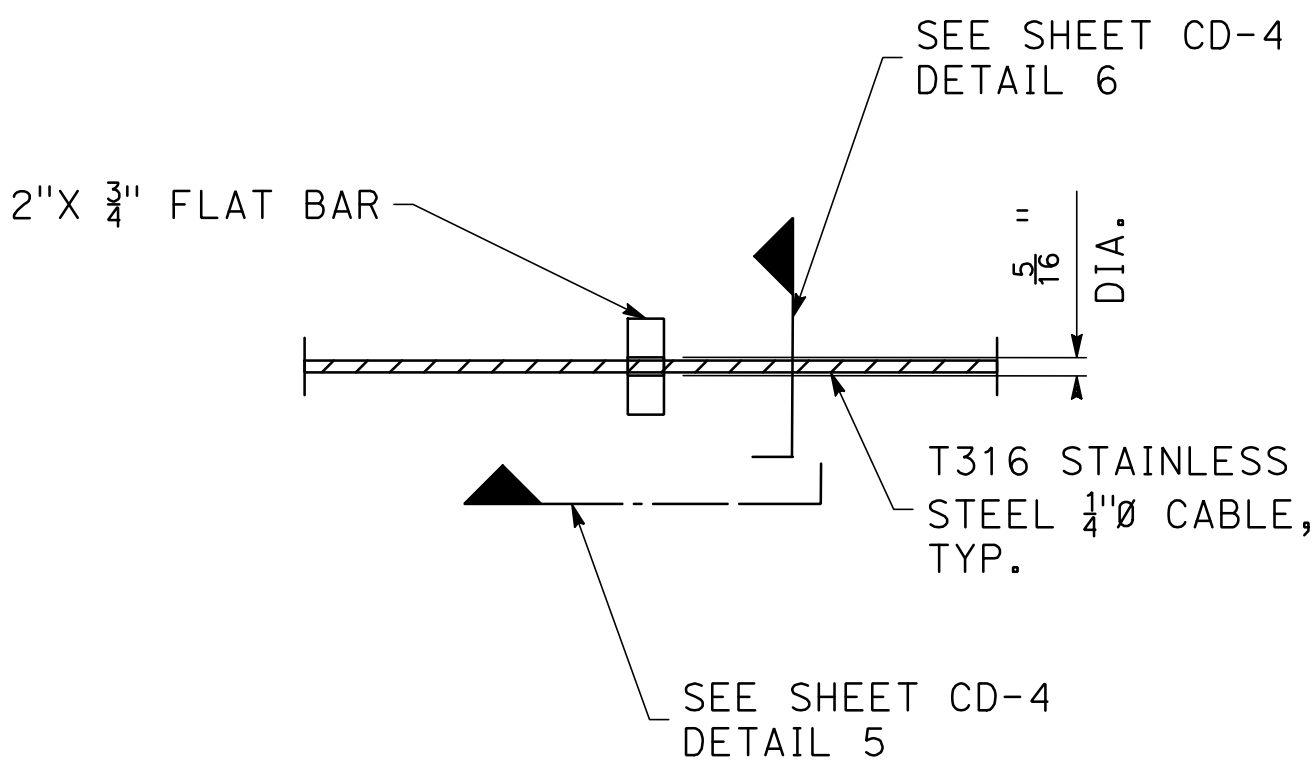
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NO SCALE



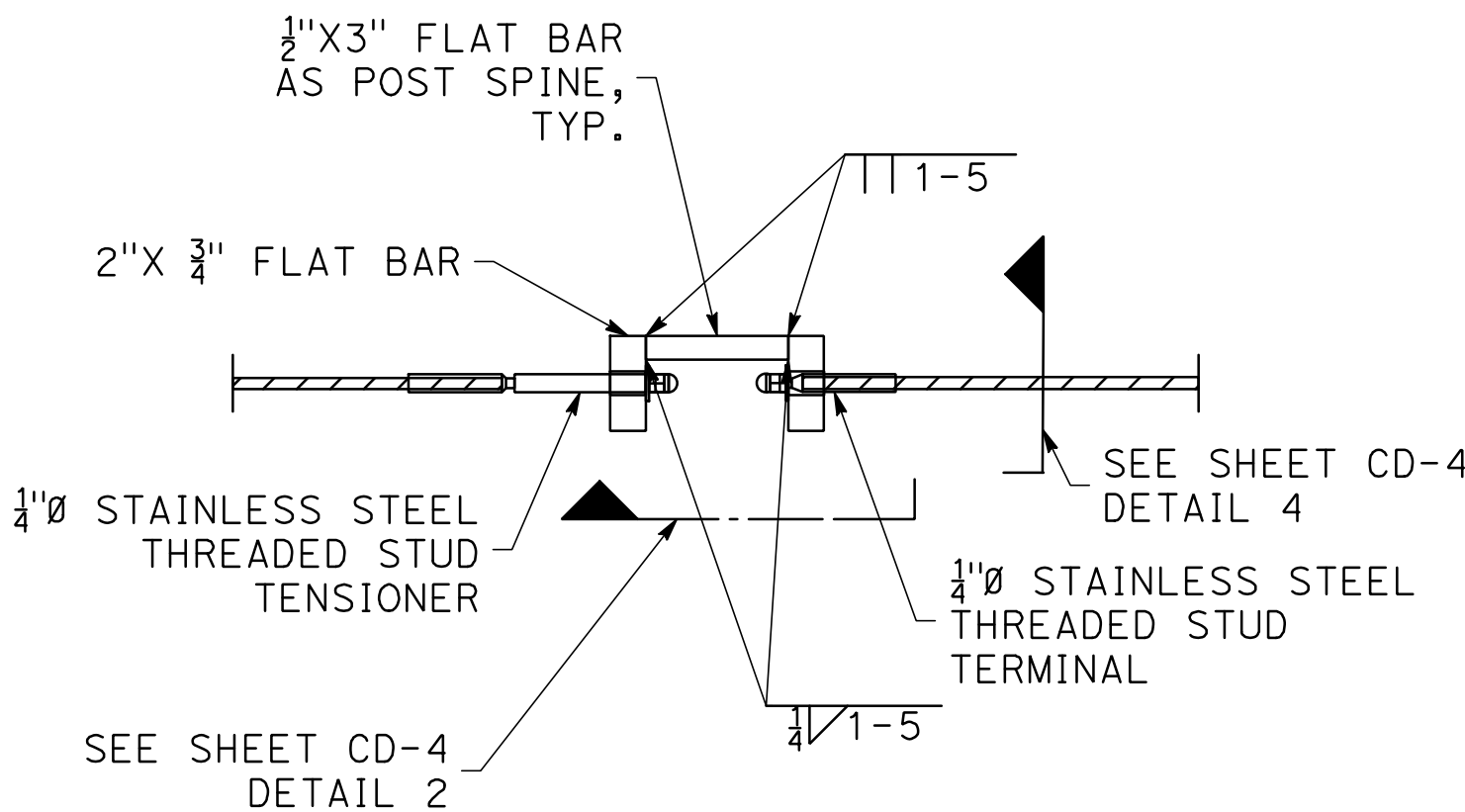
DETAIL 16
NO SCALE



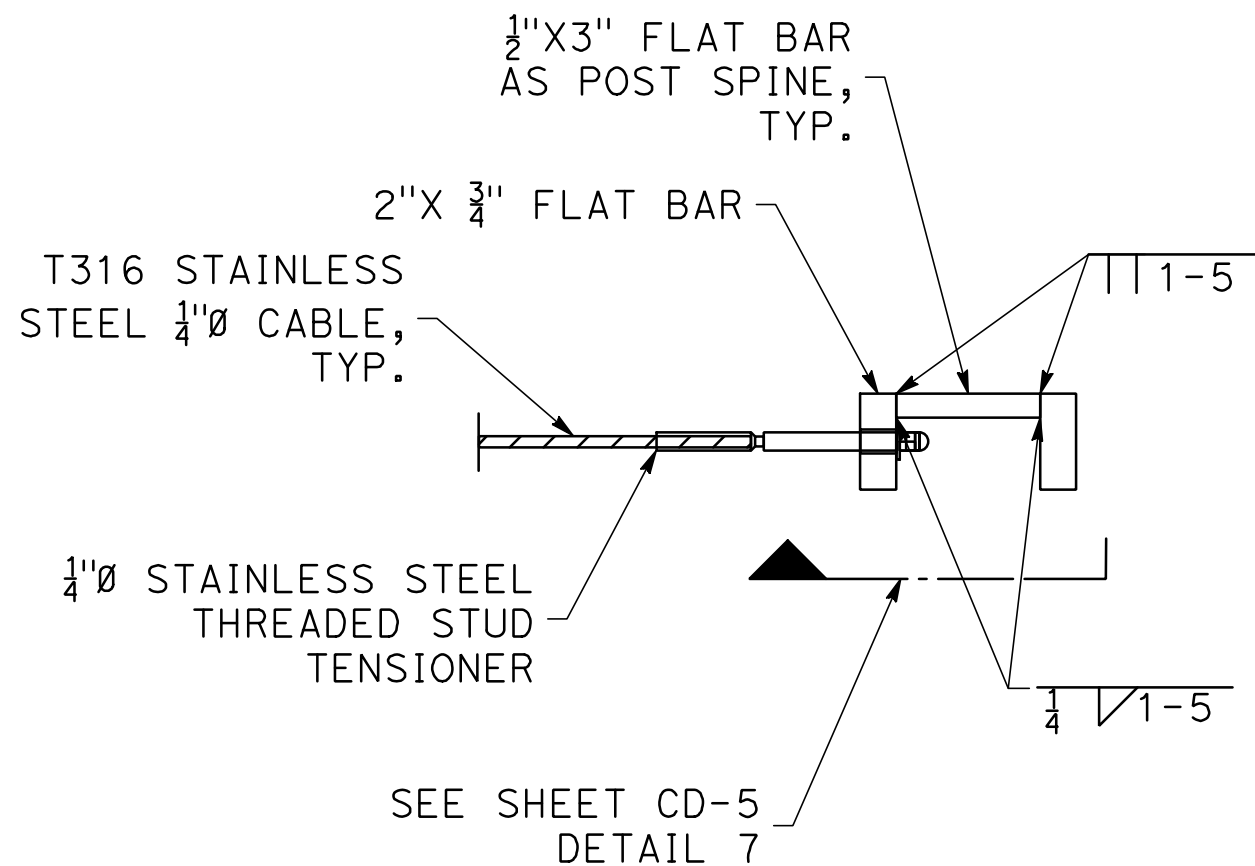
DETAIL 17: POST "TYPE - A"
PLAN VIEW
NO SCALE



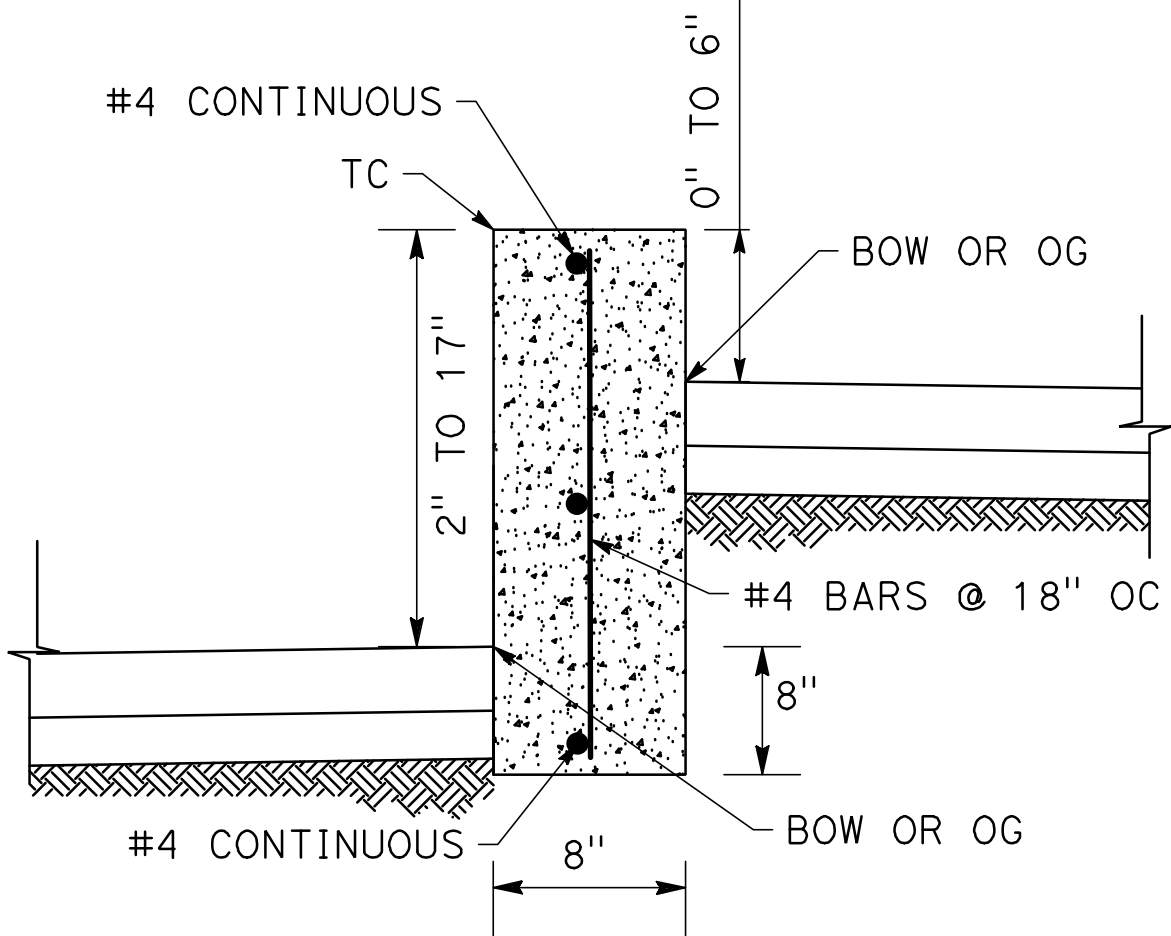
DETAIL 18: POST "TYPE - B" TYP.
PLAN VIEW
NO SCALE



DETAIL 19: POST "TYPE - C" TYP.
PLAN VIEW
NO SCALE



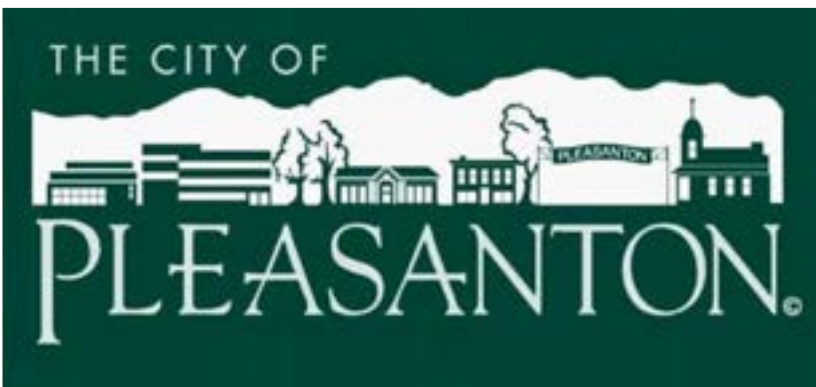
DETAIL 20: POST "TYPE - D"
PLAN VIEW
NO SCALE



DETAIL 22: 8" RETAINING CURB
NO SCALE

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800
642-2444
TWO WORKING DAYS BEFORE YOU DIG

MARK THOMAS
1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600

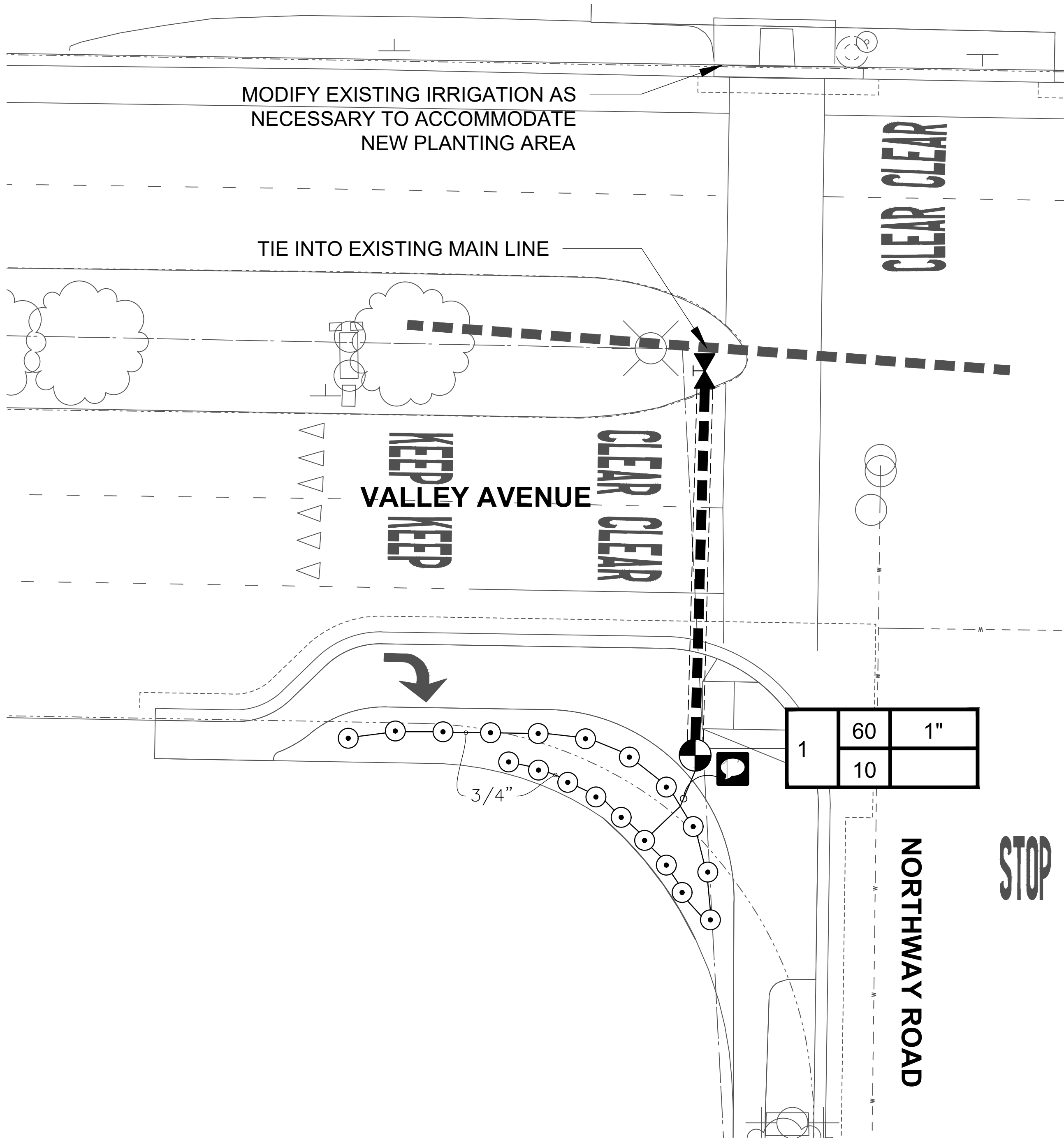


REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED
DESIGNED BY: AL DRAWN BY: AS			

100% SUBMITTAL

CITY OF PLEASANTON
VALLEY AVE & NORTHWAY RD
INTERSECTION IMPROVEMENTS
CONSTRUCTION DETAILS

SCALE: NO SCALE DATE: 1/17/2024 PIN: AL-20106 **CD-6** SHEET: 13 OF 20



EXISTING IRRIGATION

IRRIGATION MAINLINE, EX.

IRRIGATION LEGEND

- BUBBLER, RAINBIRD, 1402 INSTALL PER CITY STD. DETAIL 815
- MAIN LINE, SCH 40 PVC 1-1/2". INSTALL PER CITY STD. 804
- SLEEVE SCH 40 PVC 4" SIZE
- LATERAL LINE, SCH 40 PVC, SIZE PER PLAN. INSTALL PER CITY STD. DETAIL 804
- REMOTE CONTROL VALVE, GRISWOLD DWS SERIES, 1" SIZE, INSTALL PER CITY STD. DETAIL 801 WITH HUNTER NODE-100 IN VALVE BOX
- ISOLATION VALVE, FORD, B-11 SERIES, LINE SIZE, INSTALL PER CITY STD. DETAIL 803

1	60	1"
	10	

VALVE #
OPERATING PRESSURE
VALVE SIZE
APPROXIMATE GPM THROUGH VALVE

IRRIGATION NOTES

- SPECIFICATIONS:** SEE CITY STANDARD IRRIGATION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- VERIFICATION:** SYSTEM DESIGN IS BASED ON 60 P.S.I. AND 10 GPM AVAILABLE AT DISCHARGE OUTLET OF METER. VERIFY SAME AND NOTIFY THE CITY IF SUCH DATA ADVERSELY AFFECTS THE OPERATION OF THE SYSTEM. NOTICE SHALL BE MADE IN WRITING AND PRIOR TO COMMENCING ANY IRRIGATION WORK.
- UTILITIES:** VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
- SCHEMATIC:** SYSTEM FEATURES ARE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY. INSTALL ALL PIPING AND VALVES IN COMMON TRENCHES WHERE FEASIBLE AND INSIDE PLANTING AREAS WHENEVER POSSIBLE. ALL VALVES SHALL BE LOCATED IN GROUNDCOVER OR SHRUB AREAS WHENEVER POSSIBLE.
- CODES:** IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS. NOTIFY CITY'S REPRESENTATIVE BY TELEPHONE AND IN WRITING OF ANY CONFLICTS PRIOR TO INSTALLATION.
- MAINLINE BREAK:** SHOULD THE EXISTING MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL HAND WATER ALL TREES, SHRUBS, AND GROUNDCOVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS OPERABLE.
- SYSTEM TEST:** OPERATE EACH VALVE PRIOR TO COMMENCING WORK AND DOCUMENT FUNCTIONALITY.
- TRENCHING:** ALL IRRIGATION TRENCHING WITHIN 8 FEET OF EXISTING TREES SHALL BE DUG BY HAND WITH CARE TAKEN TO PROTECT ROOTS GREATER THAN 1-INCH DIA. AND TO ADHERE TO CITY STANDARDS FOR ROOT PRUNING.

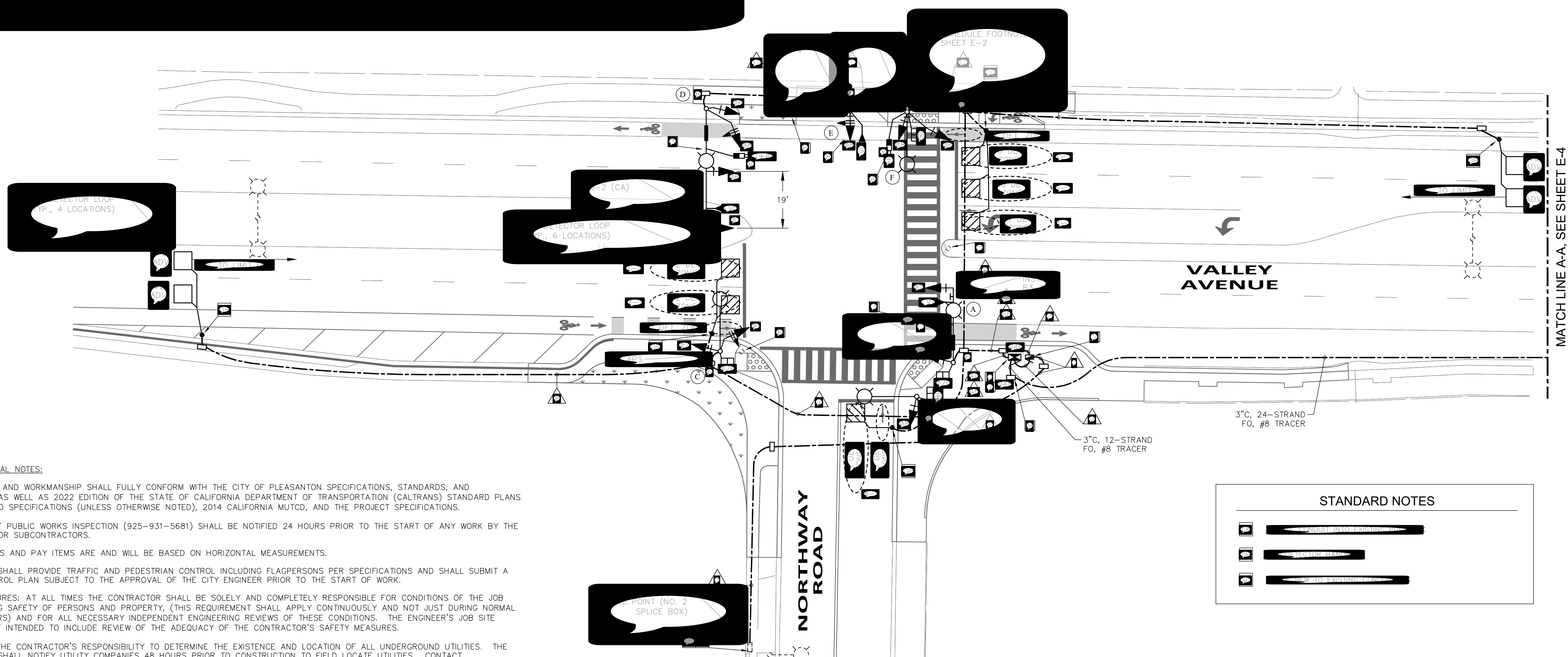


REV.	DATE	DESCRIPTION	THE CITY OF PLEASANTON	CITY OF PLEASANTON Department of Engineering	ADAM NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/2025	IRRIGATION PLAN	DESIGN:	MG	SCALE:	AS SHOWN	DWG NO.
							DRAWN:	MW			IR-1
						VALLEY AVENUE AND NORTHWAY ROAD IMPROVEMENTS	CHECKED:	AN			
							TRAFFIC ENGINEER:	CN	DATE:	JANUARY 17, 2024	

CHANNEL C = Ø1 +



SCHEDULE FOOTING
SHEET E-2

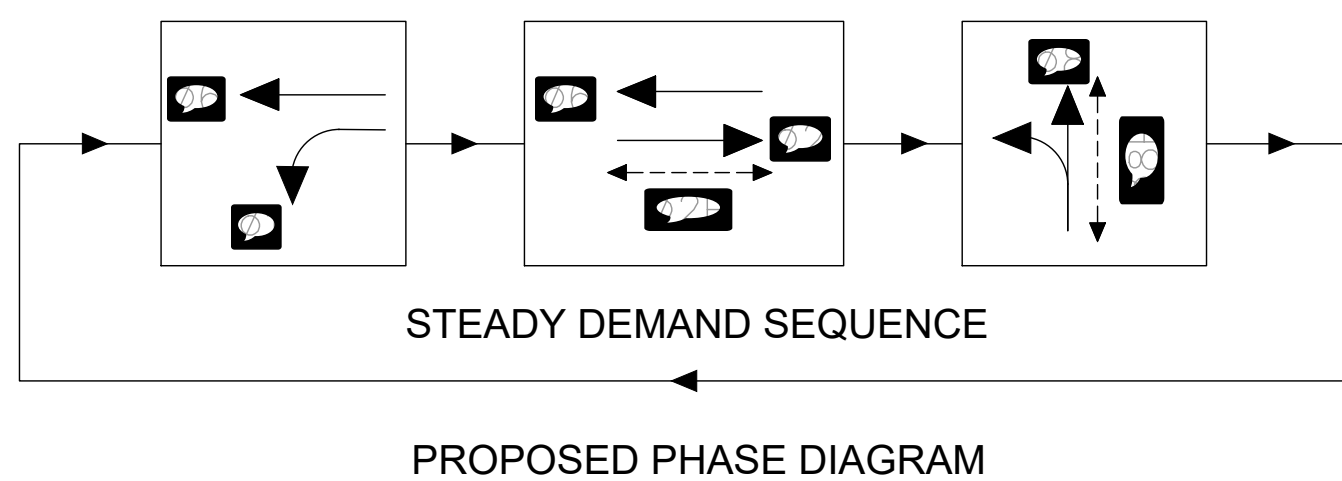


1. ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE CITY OF PLEASANTON SPECIFICATIONS, STANDARDS, AND ORDINANCES, AS WELL AS 2022 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND STANDARD SPECIFICATIONS (UNLESS OTHERWISE NOTED), 2014 CALIFORNIA MUTCD, AND THE PROJECT SPECIFICATIONS.
2. THE OFFICE OF PUBLIC WORKS INSPECTION (925-931-5681) SHALL BE NOTIFIED 24 HOURS PRIOR TO THE START OF ANY WORK BY THE CONTRACTOR OR SUBCONTRACTORS.
3. ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON HORIZONTAL MEASUREMENTS.
4. CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL INCLUDING FLAGPERSONS PER SPECIFICATIONS AND SHALL SUBMIT A TRAFFIC CONTROL PLAN SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO THE START OF WORK.
5. SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF PERSONS AND PROPERTY. (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION TO FIELD LOCATE UTILITIES. CONTACT UNDERGROUND SERVICE ALERT AT 800-227-2600. ANY ADDED COST ON THE PART OF THE CONTRACTOR AS A RESULT OF THE ACTUAL LOCATION OF EXISTING UTILITIES BEING DIFFERENT FROM THOSE SHOWN ON THE PLANS SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT UNIT PRICE.
7. EXISTING IMPROVEMENTS, INCLUDING SUBSTRUCTURES AND UTILITIES, THAT ARE DAMAGED BY THE CONTRACTOR, WHICH ARE NOT DESIGNATED BY THE PLANS OR SPECIFICATIONS TO BE DISTURBED, SHALL BE RESTORED OR REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.
9. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS DURING CONSTRUCTION.
10. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATION AS MAY BE NECESSARY.
11. EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION UNLESS OTHERWISE NOTED.

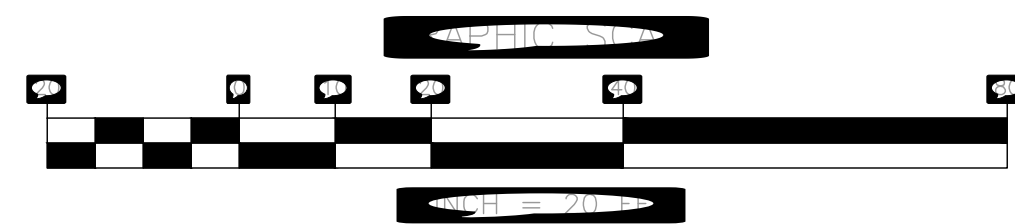
CONDUIT INTO EXISTING DUCT

DETECTOR HAND

NEW TO EXISTING CONDUIT



SECTION SIGNAL
GREEN LEFT 15

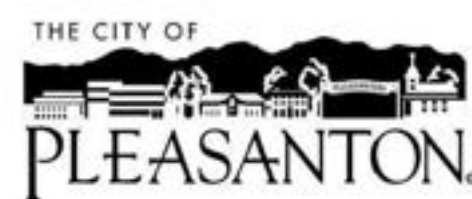


DRAWN 	DESIGNED 	SCALE 
CHECKED 	DATE 	
APPROVED 		
		CONTRACT NO.
ENGINEER _____ DATE _____		



HEXAGON TRANSPORTATION
CONSULTANTS, INC.

100 Century Center Court, Suite 501
San Jose, California 95112
Ph: (408) 971-6100 www.hextrans.com

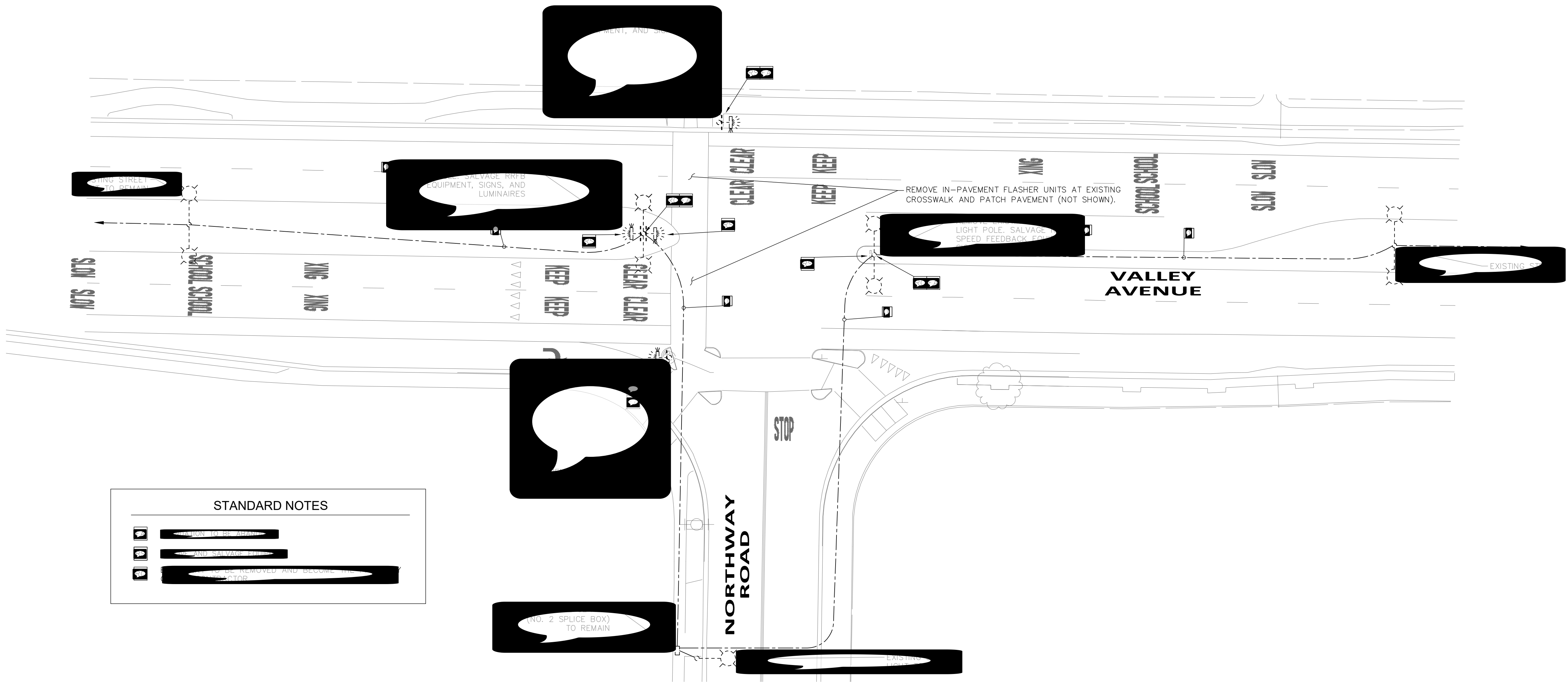
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TRAFFIC SIGNAL INSTALLATION VALLEY AVENUE AND NORTHWAY ROAD (EAST)

E-1

SHEET 16 OF 20

EXISTING CONDUIT AND CONDUCTORS AS NECESSARY TO MAINTAIN EXISTING STREET LIGHT CIRCUITS.

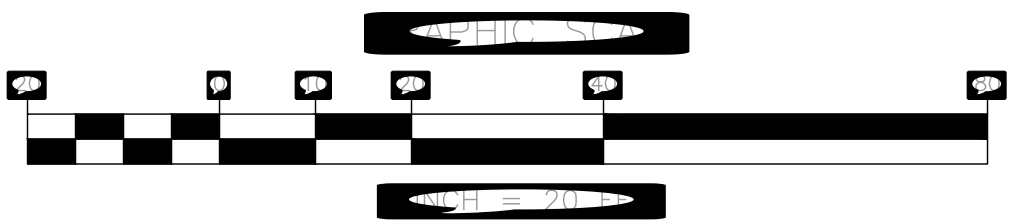


STANDARD NOTES

- 1. EXISTING STREET LIGHTS TO BE REMOVED.
- 2. EXISTING STREET LIGHTS TO BE REMOVED AND REPLACED WITH NEW LUMINAIRES.
- 3. EXISTING STREET LIGHTS TO BE REMOVED AND REPLACED WITH NEW LUMINAIRES AND NEW CONDUIT.

811 CALL 811
AT LEAST TWO DAYS
BEFORE YOU DIG

Know what's below.
Call before you dig.



DRAWN	DESIGNED	SCALE
CHECKED	DATE	
APPROVED		
ENGINEER	DATE	CONTRACT NO.

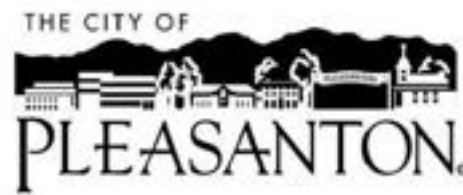


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Ph: (408) 971-6100
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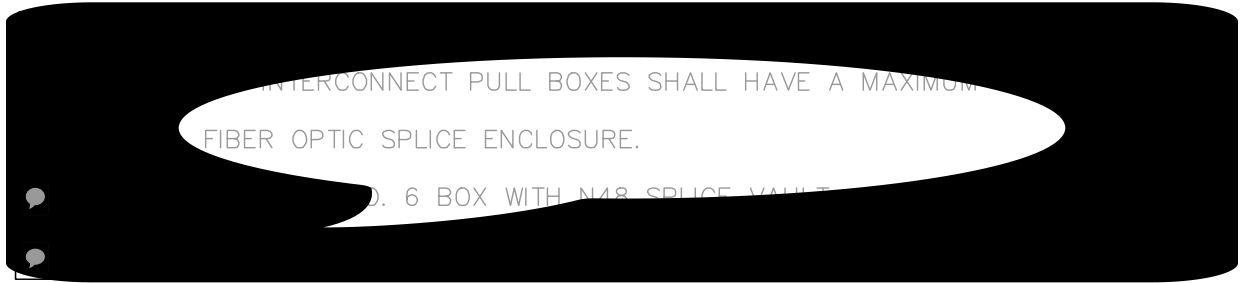
REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE



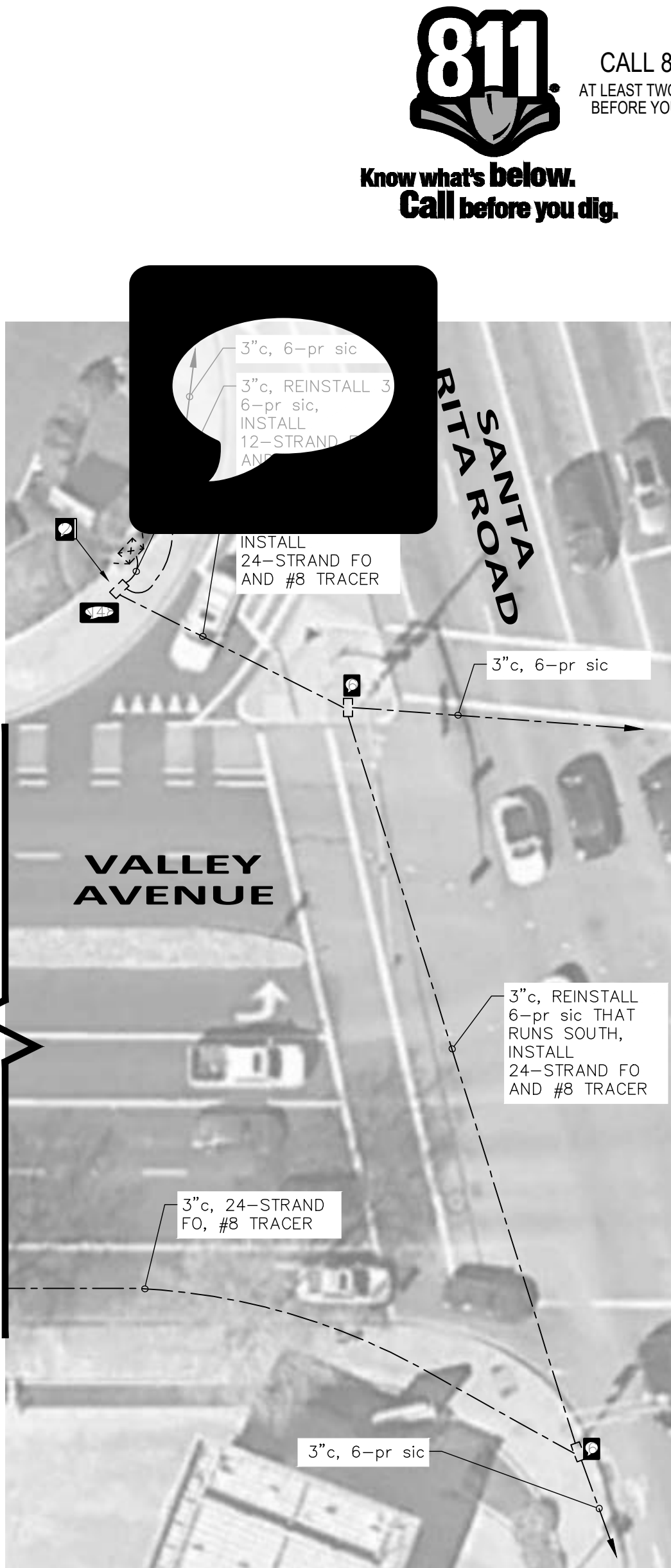
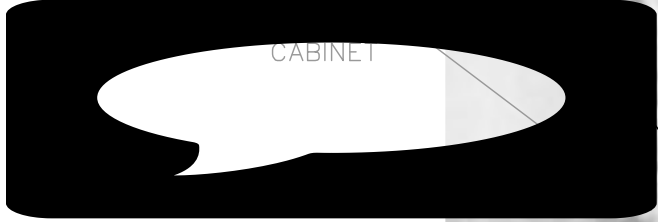
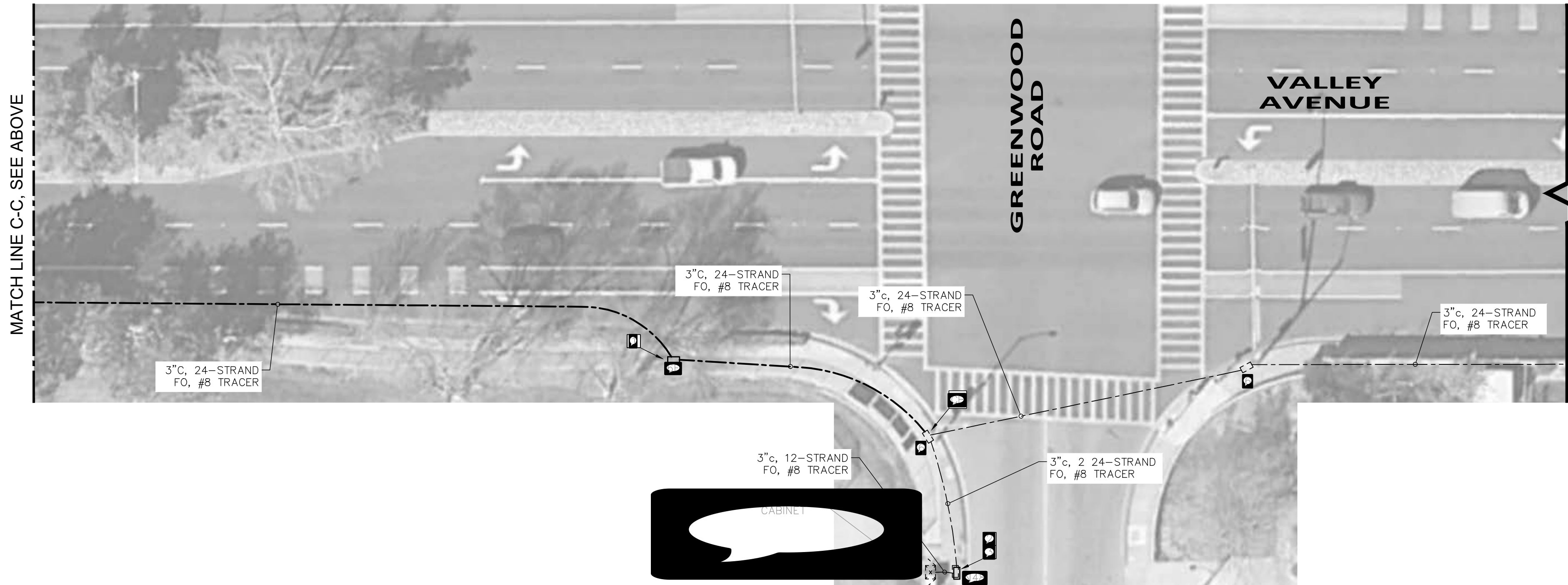
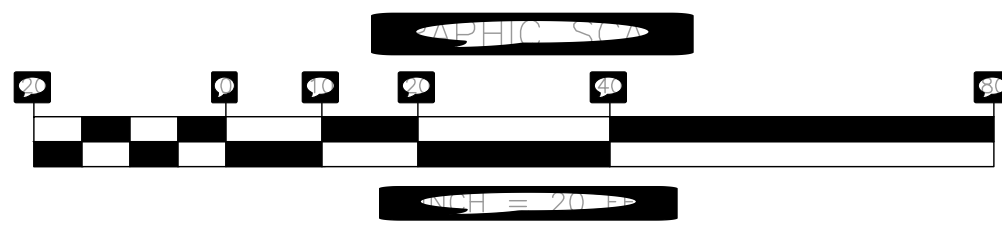
CITY OF PLEASANTON

ELECTRICAL REMOVAL AND SALVAGE PLAN
VALLEY AVENUE AND NORTHWAY ROAD (EAST)

DRAWING NO.
E-3
SHEET 18 OF 20



STANDARD NOTES



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CHECKED	DATE	
APPROVED		
ENGINEER	DATE	CONTRACT NO.

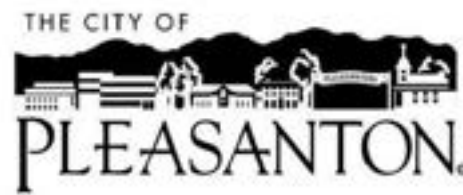


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REVISIONS					
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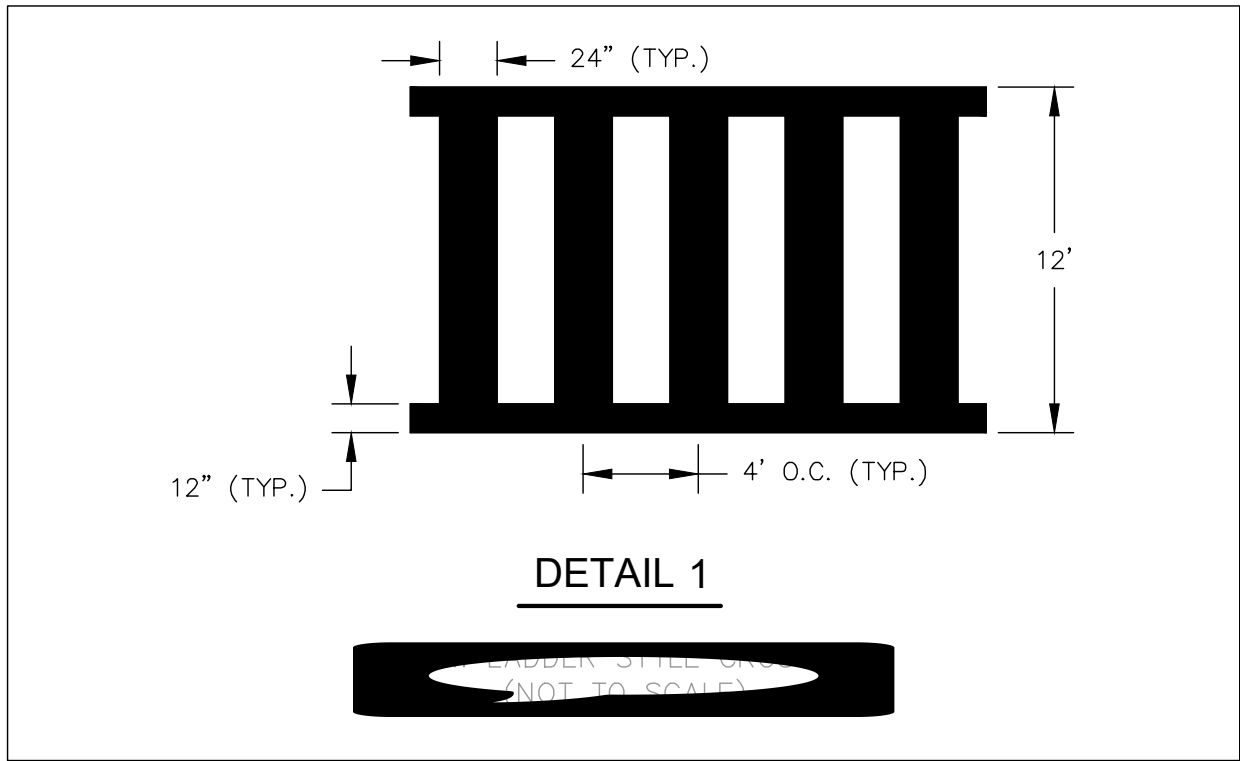
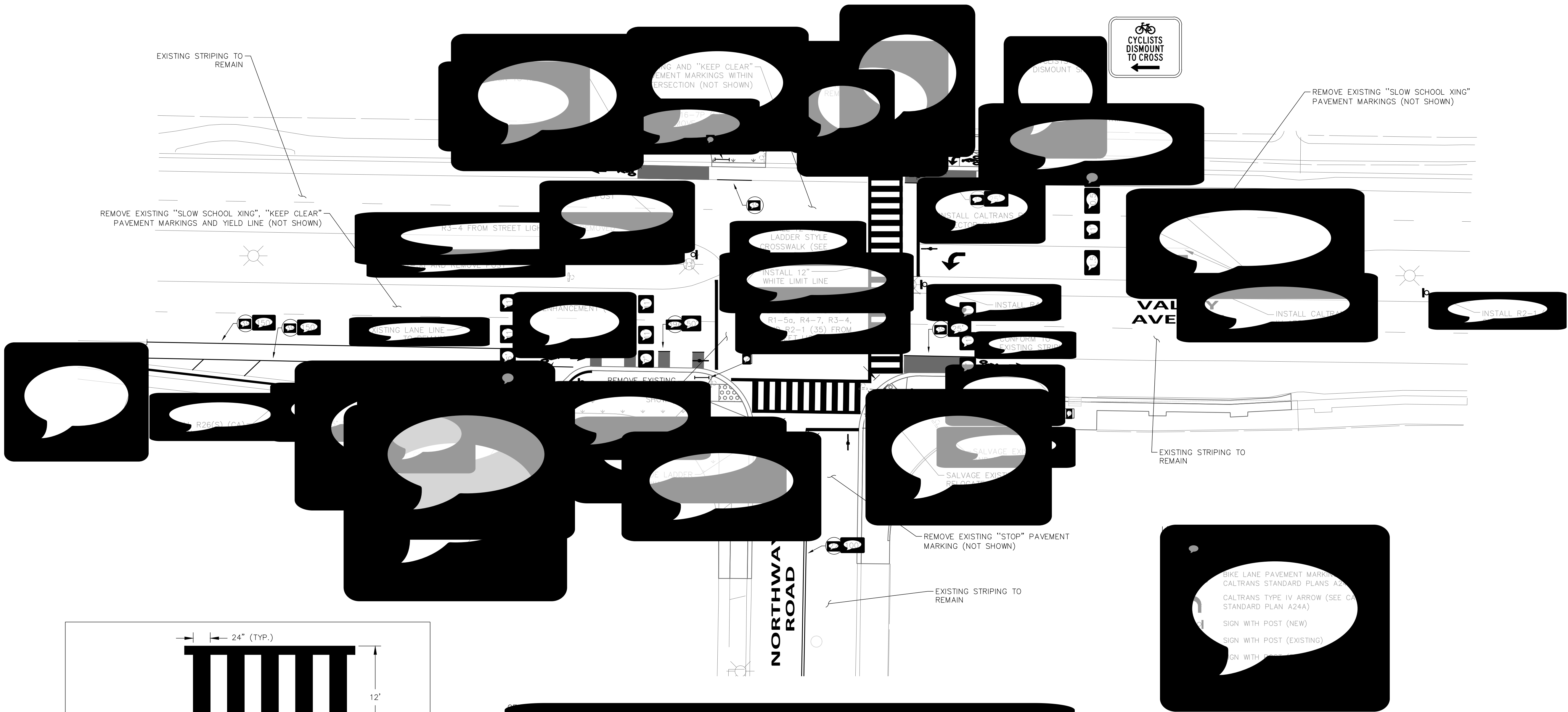


CITY OF PLEASANTON

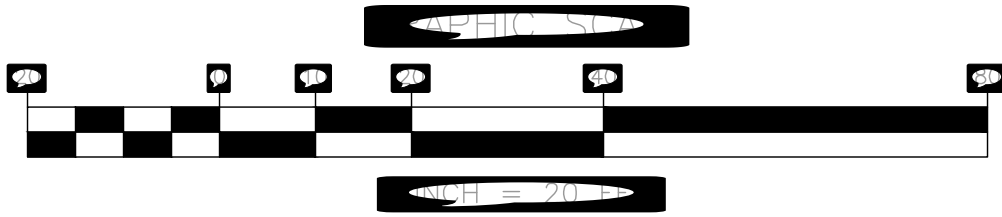
SIGNAL INTERCONNECT PLAN
VALLEY AVENUE AND NORTHWAY ROAD (EAST)

DRAWING NO.
E-4
SHEET 19 OF 20

PAVEMENT ENHANCEMENT IN THIS AREA TO REMAIN WHERE POSSIBLE, INSTALL NEW



NOT TO SCALE



DRAWN	DESIGNED	SCALE
CHECKED	DATE	
APPROVED		
ENGINEER	DATE	CONTRACT NO.



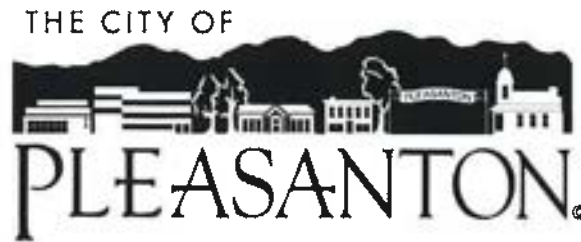
PREPARED BY:
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100 Century Center Court, Suite 501
San Jose, California 95112
Ph: (408) 971-6100
www.hextrans.com

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE



CITY OF PLEASANTON
SIGNING AND STRIPING
VALLEY AVENUE AND NORTHWAY ROAD EAST

DRAWING NO.
SS-1
SHEET 20 OF 20



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**GENERAL PROVISIONS, NOTICE TO BIDDERS,
SPECIAL PROVISIONS, PROPOSAL AND CONTRACT
FOR**

**Valley Avenue and Northway Road Intersection Improvements
Project No. 23532**

Bid Opening Date – February 21, 2024

2:00 p.m.

To be used in conjunction with the City Standard Specifications and Details dated November 2016, the State Standard Specifications and Plans dated 2015 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

APPROVED

Adam Nelkie
City Engineer
No. 78830
Expires: 9/30/2025



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Rev. 9/13/23
kr

NOTICE TO BIDDERS

Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 p.m., **FEBRUARY 21, 2024**, for work as described in the Plans and Specifications entitled:

Valley Avenue and Northway Road Intersection Improvements Project No. 23532

At the above-mentioned time, date and address, the Bid Proposals will be publicly opened and read.

Please review the City website and/or bidnetdirect.com for addendum(s) prior to submission.

Scope of Work and Project Location

This work will consist of removing existing southeast and southwest concrete channelizing medians, removing an existing flashing crosswalk, construction of concrete curb extensions (bulb-outs) at the southeast and southwest curbs, installing minor landscaping and irrigation, constructing Americans with Disabilities Act (ADA) curb ramps, and installing a traffic signal. Electrical work would compose of: protection of existing utilities and appurtenances; the installation of foundations, pole standards, mast arms, signal display equipment, luminaires, lamps, underground conduits, pull boxes, cables and conductors; the bonding and grounding of circuitry, the installation of electrical services; excavating and backfilling, installing signing on traffic signal standards; traffic control; and all other necessary an any other not of work not mentioned above that are required by the Plans and these Special Provisions.

The Engineer's cost estimate for the project is \$1,053,333.

Copies of Plans and Specifications

In order to be an eligible bidder, plans, specifications and all bid proposal and contract documents must adhere to the latest version of all bid documents as amended through any addendums. Plans may be purchased from the Engineering Division of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of **\$25 per set** plus shipping. Plans will be electronically available on the City's website and bidnetdirect.com at no charge. The City requires all parties interested in this bid opportunity to email the City and request to be added to the plan holder list. Any addenda will be sent electronically to those on the plan holder list prior to the bid opening date. To request plans or to be added to the plan holder list, please email: cnovenario@cityofpleasantonca.gov and lhattton@cityofpleasantonca.gov.

Bid Security and Contract Bonds

Each Bid Proposal shall be accompanied by either cash, a cashier's check or a certified check, amounting to not less than ten percent of the bid, payable to the order of the City of Pleasanton or by a bond for that amount and payable in the form contained in this bid package. The successful Bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price, and a maintenance bond not less than ten percent (10%) of the contract price.

Bid Forms

The Contractor is responsible for reviewing the City of Pleasanton's City Bids website (and/or bidnetdirect.com) to ensure they have the latest addendums and utilize all updated documents issued through addendum. Bidders must complete bid proposal and submit it in its entirety. Failure to do so will cause the bid to be deemed nonresponsive.

City of Pleasanton's City Bids Website:

<http://www.cityofpleasantonca.gov/business/bids.asp>

Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered. Except as provided in Section "Instruction to Bidders," no Bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of bids.

Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor or C - 10** Contractor license. The Contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

Contractor's Department of Industrial Relations Registration

Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

Substitution of Securities in Lieu of Retention

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with provisions of Section 22300 of California Public Contract Code.

Prevailing Wage

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Milestone #1 and Liquidated Damages

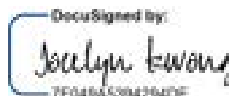
The Bidder shall agree to complete all work required and specified within the areas identified as Civil Engineering which includes concrete/storm drain/asphalt paving/landscape, as described in Section 1-18 Progress Schedule no later than August 2, 2024 as defined as Milestone #1. The City will be awarding the contract on April 16, 2024, and will issue the Notice to Proceed no later than May 10, 2024. Bidder shall pay liquidated damages in the sum of \$1,500 per calendar day for Milestone #1 should the successful Bidder fail to complete the required work of the Milestones as described herein.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" (NTP) and fully complete the project within 130 working days after start of work. Bidder shall pay as liquidated damages in the sum of \$1,500.00 per working day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Questions

Questions should be directed to the project engineer either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at (925) 931-5667, or by email at cnovenario@cityofpleasantonca.gov. Questions will only be answered by reference to particular sections of these bid documents. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

CITY OF PLEASANTON

Date: 1/29/2024By: 
Jocelyn Kwong, City Clerk

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BID PROPOSAL

VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS PROJECT NO. 23532

DATE: _____

Proposal of _____ (hereinafter called "Bidder") a _____ organized and existing under the laws of the State _____, doing business as _____, to the City of Pleasanton, City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. 23532**, City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

1) Civil Engineering Preparation (Milestone #1)

The Bidder shall agree to complete all work required and specified within the areas identified as Civil Engineering which includes concrete/storm drain/asphalt paving/landscape, as described in Section 1-18 Progress Schedule no later than August 2, 2024 as defined as Milestone #1. The City will be awarding the contract on April 16, 2024, and will issue the Notice to Proceed no later than May 10, 2024. Bidder shall pay liquidated damages in the sum of \$1,500 per calendar day for Milestone #1 should the successful Bidder fail to complete the required work of the Milestones as described herein.

2) General Contract Liquidated Damages.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" (NTP) and fully complete the project within 130 working days after start of work. Bidder shall pay as liquidated damages in the sum of \$1,500.00 per working day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

<u>No.</u>	<u>Date</u>	<u>No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder to perform all of the work described in the Contract Documents for the total bid amount entered.

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1.	1	LS	Mobilization		
2.	1	LS	Traffic Control		
3.	1	LS	Water Pollution Control (Includes Preparing SWPPP)		
4.	1	LS	Develop Water Supply		
5.	690	SF	Remove Landscape and Irrigation		
6.	3000	SF	Remove Concrete Sidewalk		
7.	160	LF	Remove Concrete Curb		
8.	410	LF	Remove Concrete (Curb & Gutter)		
9.	31	SF	Remove Concrete Median		
10.	120	CY	Roadway Excavation (Export)		
11.	2	EA	Protect Existing Tree		
12.	3	EA	Remove Existing Tree		
13.	2	EA	Curb Ramp – Case A		
14.	1	EA	Curb Ramp – Case C		
15.	450	LF	Concrete Curb & Gutter (Type A)		
16.	45	LF	Concrete Median Curb		
17.	217	LF	Concrete Retaining Curb		
18.	49	CY	Concrete Sidewalk		
19.	35	LF	Metal Guardrail		
20.	37	CY	Class 2 Aggregate Base (Sidewalk)		
21.	105	TON	Roadway HMA Plug		
22.	1	EA	Curb Inlet		
23.	80	LF	12” RCP		
24.	1	LS	Planting and Irrigation		
25.	1	LS	Install Traffic Signal at Valley Ave at Northway Rd.		
26.	1	LS	Install Intersection Striping at Valley Ave at Northway Rd.		
TOTAL				\$	

Note: The Bidder acknowledges that the total amount set forth above is for the entire project as represented by the Contract Documents regardless of itemization.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of the bid, or alternately, there is attached a certified or cashier's check payable to the City in the amount of at least ten percent (10%) of the total amount of the bid.

If this Bid Proposal is accepted, bidder agrees to sign the contract and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

This Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening of bids.

Bidder hereby certifies that the licensing information hereinafter stated is true and correct. Bidder further agrees, if the bid is accepted and a contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated in the agreement. Under the penalty of perjury bidder affirms that, to the best of bidder's knowledge, the representations made in this bid are true.

Bidders are required by law to be licensed and regulated by the contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except for specific cases outlined in Business and Professions Code, Section 7028.15.

Name of Bidder	Contractor's License Number
Signature of Bidder	Expiration Date
Print Name	Address of Bidder
Title of Signatory	()
State of Incorporation	Telephone Number
DIR Registration Number	Contractor's Email Address

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BID BOND FORM

Note: Bidders must use this form if a bid bond is to be used as bidder's security. This form is not necessary if cash, cashier's check made payable to the City, or certified check made payable to the City, accompanies the bid.

We, the undersigned, _____ ("Principal"), and _____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California as a surety, ("Surety"), acknowledge ourselves jointly and severally bound to the CITY OF PLEASANTON for ten percent (10%) of the total bid amount.

Contractor's Bid \$ _____
10% Bid Bond \$ _____

The above amount to be paid to the CITY OF PLEASANTON as follows: If Principal's bid for the work required for the project, described below,

**VALLEY AVENUE AND NORTHWAY ROAD
INTERSECTION IMPROVEMENTS
PROJECT NO. 23532**

shall be accepted and the proposed contract awarded to Principal, and if Principal shall fail to execute the contract within the time specified in the Award and Execution of Contract section of this Contract Document, and to furnish the required faithful performance and labor and material bonds; otherwise, the obligation shall be void. Bid errors shall not constitute a defense to forfeiture.

If the City of Pleasanton brings suit upon this bond and judgment is recovered, Surety shall pay all costs incurred by the CITY OF PLEASANTON in bringing such suit, including reasonable attorney's fees.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of _____, 20__.

Principal

By:

Surety:

By:

(Notarization of Surety's signature required)

(corporate seal)

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that the Bidder is, at the time of the bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that the Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The Bidder represents that the Bidder is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that the Bidder is aware of such peculiar risks and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a similar nature to that called for in the contract documents extends over a period of _____ years.

BIDDER'S CONTRACT EXPERIENCE

The Bidder shall list below three projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1.

Project	Amount
Owner	Contact
Telephone	Completion Date

2.

Project	Amount
Owner	Contact
Telephone	Completion Date

3.

Project	Amount
Owner	Contact
Telephone	Completion Date

Name of Bidder _____

Signed this _____ day of _____, 20_____.

BIDDER'S Labor Classifications

The Bidder shall list below the anticipated labor classifications completed by Bidder. List Subcontractor's classifications under List of Subcontractors.

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS	☐ _____	☐ _____	☐ _____

B. BIDDER'S FINANCIAL RESPONSIBILITY

Reference is hereby made to the following banks and surety companies as to the financial responsibility and general reliability of the Bidder:

1. Name of Bank _____
Address _____
2. Name of Bank _____
Address _____
3. Surety Company _____
Address _____
4. Surety Company _____
Address _____

C. LIST OF SUBCONTRACTORS

In conformance with Section 2.1 – 1.10 of the Caltrans Standard Specifications and § 4100 of California Public Contract Code, the Bidder shall provide the following information for each Subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal OR \$10,000, whichever is greater.

1. Name of Subcontractor _____
Contractor License Number _____
Address _____ Phone No. _____
Individual, Partnership or Corporation _____
Dollar Value of work to be Performed _____
Work to be Performed _____
Labor Classification/s _____
DIR Registration # _____
CSLB# _____ Email _____

2. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

3. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

4. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

5. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

6. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

Signature of Bidder: _____

INSTRUCTIONS TO BIDDERS

General

The City of Pleasanton, hereinafter referred to as “City,” will receive at the City Clerk’s Office of the City of Pleasanton, Civic Center, 123 Main Street, Pleasanton, California, until the hour and day specified in the “Notice to Bidders,” sealed Bid Proposals for furnishing materials, equipment and/or labor for performing the work described in these Contract Documents. All Bid Proposals shall be submitted in accordance with the provisions of the “Proposal Requirements and Conditions” set forth under Section 2 of the Standard Specifications of the State of California, except as modified herein.

Plan Holder List

The City requires all Bidders to be on the project’s plan holder list prior to submitting the Bid Proposal. Please see Notice to Bidders for instructions on how to request to be added to the plan holder list.

Bid Proposal Form

All Bid Proposals shall be submitted on the Bid Proposal forms which are bound herein. All Bid Proposal forms shall be filled in completely in ink with all signature blocks signed by the Bidder. The completed Bid Proposal forms shall remain bound with the Contract Documents provided and shall be sealed in an envelope addressed to the City of Pleasanton, California and clearly labeled with identifying project name and number, and bid opening date.

Delivery of Bid Proposal

The Bid Proposal shall be delivered by the time and to the place set forth in the “Notice to Bidders.” It is the Bidder’s sole responsibility to see that his or her Bid Proposal is received in proper time. Any proposal received after the time fixed for opening of bids shall be returned to the Bidder unopened.

Opening of Bid Proposals

The Bid Proposals shall be publicly opened and read at the time and place fixed in the “Notice to Bidders.”

Modifications and Alternative Proposals

Each Bidder represents that his or her Bid Proposal is based upon the materials and equipment described in the Contract Documents. Unauthorized conditions, limitations or provisions attached to a Bid Proposal will render it non-responsive and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations or erasures. Alternative Bid Proposals will not be considered unless written request has

been submitted to the Engineer for approval at least seven (7) calendar days prior to the date for receipt of Bids. The request shall include the name of substitute material or equipment drawings, cut sheets, performance and test dates and any other data or information necessary for complete evaluation. If the Engineer approves any proposed substitution, such approval shall be set forth in an Addendum. Oral, telegraphic, or telephonic Bid Proposals or modifications will not be considered.

Contractor's Department of Industrial Relations Registration

A bid will not be accepted nor any contract entered into without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Discrepancies in Bid Proposals

In the event there is more than one bid item on a Bid Proposal form, the Bidder shall furnish a price for all items and failure to do so will render the Bid Proposal non-responsive and may cause its rejection. In the event there are unit price bid items on a Bid Proposal form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item on the Bid Proposal form and the total indicated on the Bid Proposal form does not agree with the sum of the amounts bid on the individual items, the price bid on the individual items shall govern and the total on the proposal will be corrected accordingly.

Bid Security

Each Bid Proposal shall be accompanied by cash, a cashier's check or a certified check, amounting to ten percent (10%) of the Bid, payable to the order of the City of Pleasanton or by a bond for that amount and so payable in the form contained in this bid package. The amount so posted shall be forfeited to the City if the successful bidder does not, within ten (10) working days not including Saturday, Sunday and legal holidays after date of postage of mailed written notice that the contract has been awarded, enter into a contract with the City for the work.

After the contract is duly entered into by the successful bidder, the amount of the deposit will be returned to the Bidder. All certified checks, cashier's checks, and cash deposits of the unsuccessful bidders will be returned to the bidders within two (2) weeks after the contract is entered into by the successful bidder.

Miscellaneous

For requirements on Bidder's examination of site, withdrawal of proposals, and disqualification of bidders, refer to Section 2 of the Standard Specifications of the State of California.

AWARD AND EXECUTION OF CONTRACT

General

Award and execution of Contract shall be in accordance with “Award and Execution of Contract” set forth under Section 3 of the Standard Specifications of the State of California except as modified herein.

Award of Contract

The City reserves the right to reject for any reason any or all Bid Proposals.

No Bidder shall modify, withdraw or cancel a Bid Proposal or any part thereof for ninety (90) calendar days after the time designated for the opening of Bids in the “Notice to Bidders.” Within this time period of ninety (90) days and if the City so chooses, the Contract shall be awarded to the lowest responsible Bidder.

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor or C-10** Contractor license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

Execution of Contract

Within ten (10) working days, not including Saturday, Sundays and legal holidays, after date of postage of mailed notice of award to the lowest responsible Bidder, the following documents shall be submitted to the City.

- Executed contract
- Contract bonds as required by the forms contained herein including:
 - ◇ Faithful Performance Bond for 100% of contract price
 - ◇ Labor and Material Bond for 100% of contract price
 - ◇ Maintenance Bond for 10% of contract price
- Certificates of insurance
- Evidence of a current business license to conduct business in the City of Pleasanton

Failure to submit the above shall be just cause for forfeiture of the Bid Proposal security.

CONTRACT

VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS PROJECT NO. 23532

THIS CONTRACT is made and entered into this ____ day of _____, 20____
by and between _____, ("Contractor"), whose address is _____,
and telephone number is _____
and the CITY OF PLEASANTON, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, the City has awarded to the Contractor a contract for **VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. 23532**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed. The work will generally consist of:

This work will consist of removing existing southeast and southwest concrete channelizing medians, removing an existing flashing crosswalk, construction of concrete curb extensions (bulb-outs) at the southeast and southwest curbs, installing minor landscaping and irrigation, constructing Americans with Disabilities Act (ADA) curb ramps, and installing a traffic signal. Electrical work would compose of: protection of existing utilities and appurtenances; the installation of foundations, pole standards, mast arms, signal display equipment, luminaires, lamps, underground conduits, pull boxes, cables and conductors; the bonding and grounding of circuitry, the installation of electrical services; excavating and backfilling, installing signing on traffic signal standards; traffic control; and all other necessary an any other not of work not mentioned above that are required by the Plans and these Special Provisions.

Prime contractor shall self-perform 50% or more of the contract work by dollar amount.

Said work is more particularly shown in the following documents which are on file with the Public Works Department, Engineering Division of the City and are incorporated herein by this reference:

- A. Approved Plans and Specifications entitled the **VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. 23532.** and addenda thereto, if any.

- B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.
 - C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.
- 2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.
- 3. Method of Payment.
 - A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
 - B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
 - C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
- 4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
- 5. Indemnification. **Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants**

and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.

6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.
9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.
10. Counterparts and Electronic Signatures. This contract 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.

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

CONTRACTOR:

By: _____
Its Authorized Agent

By: _____
Its Authorized Agent
(*Second signature required if a corporation*)

CITY OF PLEASANTON:

By: _____
Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **VALLEY AVENUE AT NORTHWAY ROAD INTERSECTION IMPROVMENTS, PROJECT NO. 23532**, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, Principal and _____ (“Surety”), are held and firmly bound unto the City of Pleasanton, in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal(s) and Surety above named, on _____, 20____.

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed: _____

Surety Address

Surety's Phone No.

(attach acknowledgments)

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as **VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. 23532**, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and surety above named, on _____, 20____.

Principal

Surety

By: _____

By: _____

(Signature of Principal and Surety must be notarized)

Bond No. _____

CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS PROJECT NO. 23532

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and _____ (“Contractor”) is about to execute a Contract for the above-referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said contract by the Contractor.

NOW, THEREFORE, WE, Contractor and _____ (“Surety”), are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of:

_____ DOLLARS, (\$ _____), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden _____, Principal(s), within a period of one (1) year after the completion and acceptance of the project fulfills the provisions of the Contract and complies with any necessary repairs or replacement of faulty materials to the **VALLEY AVENUE AND NORTHWAY ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. 23532** and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Contract issued by the City.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

Bond No. _____

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor

Surety

By:

By: _____

By:

By: _____

Date Signed

Surety Address:

Surety Phone No. () _____

(attach acknowledgments)

GENERAL PROVISIONS

Unless otherwise stated in these Contract Documents or deemed inapplicable by the Engineer, the General Provisions of the State of California Standard Specifications are hereby incorporated with the following General Provisions.

SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Contract Documents.

Bidding Documents: Includes the Notice to Bidders, the Bid Proposal, Bid Bond, Contractor's Information Forms including the Contractor's past experience, financial responsibility and Subcontractors, and Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the November 2016 edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Contract with the City to perform the work described in the Contract Documents.

Contract Documents: Includes the Bidding Documents, the Award and Execution of Contract Requirements, the Contract, the Labor and Material Bond, the Performance Bond, the Maintenance Bond, the City General Provisions, the Special Provisions, Project Plans, the City of Pleasanton Standard Specifications, and Standard Details, the State Standard Specifications and Plans, all Addenda issued by the City and all Change Orders executed by the City.

Engineer: The City Engineer of the City of Pleasanton, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the May 2015 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

Work: Material, equipment and labor to be provided to City by the Contractor as defined by the Contract Documents.

SECTION 2. SCOPE OF WORK

The Work presented in these Contract Documents shall be done in accordance with: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Standard Details and 3) the State Standard Specifications and Standard Plans. In case of conflicting portions, the above order of precedence shall prevail. In case of conflict between the specifications and drawings, the specifications shall prevail.

SECTION 3. CONTROL OF WORK AND MATERIALS

3-01. Protection of Workers in Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-02. Substitution of Materials; Assignment of Certain Rights: In accordance with the provisions of Section 3400 of the California Public Contract Code, a Contractor shall be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

4-01. Travel and Subsistence Payments:

- (a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

4-02. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Engineering Counter, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

4-03. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall pay the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.
- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.
- (g) In conformance with State Bill 854 all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as of projects awarded on or after April 1, 2015 unless exempted by federal or state law.

4-04. Apprentices: Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Section 4.04 lies with the Contractor. The City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

4-05. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

4-06. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4-07. Prime Contractor Job Site Postings. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation. The contractor shall comply with all applicable provisions of section 16451 (d) of California Labor Code relating to the posting of job site notices prescribed by regulation.

4-08. Insurance Requirements for Contractors: BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of this contract, including one year maintenance period, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.
- 2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto."

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance, and an endorsement for waiver of subrogation.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. The specific coverage obligations set forth in this Section 4-07 are minimums only, and the Contractor shall have the obligation to provide the minimum coverages stated in these Specifications or such greater or broader coverage, if available in the Contractor's policies.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be

substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for **each subcontractor**. **All coverages for subcontractors shall be subject** to all of the requirements stated herein.

4-09. Department of Industrial Relations: **This Contract** will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4 Attention is directed to Section 1725.5 of the California Labor Code. To insure compliance and complete understanding of the law regarding contractor registration the Contractor (and subcontractors) should, where some question exists, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section lies with the Contractor and Subcontractors.

SECTION 5. PROSECUTION AND PROGRESS

5-01. Removal, Relocation, or Protection of Existing Utilities: In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or owner of the utility to provide for the removal or relocation of such utility facilities.

5-02. Preconstruction Conference: Following award of contract, submittal of executed contract, and approval of certificates of insurance and bonds, but before start of work, a preconstruction conference shall be held at a mutually agreed time and place. The conference shall be arranged by the City and attended by City representatives including the inspector, and the Contractor, Contractor's superintendent and major subcontractors. Contractor shall present at the conference the progress and submittal schedules, and progress payment format, and provide emergency phone numbers.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

5-03. Beginning of Work: The Contractor shall be prepared to begin work within fifteen (15) calendar days after "Notice to Proceed".

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Partial Payments," and 9-1.17, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Engineer, progress payment will be made, retaining five percent (5%) of the amount due. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall, within five (5) days, make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer will recommend to the City Council (at the next following Council meeting) that the Contract be accepted and a "Notice of Completion" be prepared and recorded. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within fifteen (15) days after the expiration of thirty (30) days following the date of recordation of the Notice of Completion.

The Contractor shall supply with each progress payment request (with the exception of the first progress payment submittal) an email, fax or letter from each subcontractor stating: (a) the date that he/she has received his/her portion of the preceding payment; and (b) if the payment received was the total amount then due. Should the payment not include the total amount invoiced due to a dispute, the subcontractor shall include the details of such dispute in his/her letter with enough information for the City to verify that the provisions of Section 7108.5 of the CA Business and Professions Code have been met.

Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-

chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

SECTION 7. DISPUTE RESOLUTION

7-01. Claims. This Section applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) *Definition.* “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City as a Change Order in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) *Limitations.* A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with this Section, and subsequently rejected in whole or in part by City.

(C) *Scope of Section.* This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) *No Work Delay.* Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

7-02. Claims Submission. The following requirements apply to any Claim subject to this Section:

(A) *Substantiation.* The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Section 7, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection

that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) *Claim Format.* A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Section 7.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(c) A chronology of relevant events;

(d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

(e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by the Contractor's authorized representative:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).”

(C) *Submission Deadlines.*

(1) A Claim must be submitted within 15 days of the date that City notified the Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. *Any Claim that is not submitted within the specified deadlines will be deemed waived by the Contractor.*

7-03. City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and the Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If the Contractor fails to submit the additional documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) *Additional Information.* If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) *Non-Waiver.* Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

7-04. Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within 45 days of receipt of the Claim with, the Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If the Contractor fails to dispute City's response in writing within the specified time, the Contractor's Claim will be deemed waived.

(A) *Schedule Meet and Confer.* Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) *Location for Meet and Confer.* The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) *Written Statement After Meet and Confer.* Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) *Submission to Mediation.* If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

(A) *Mediation.* Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) *Government Code Claims.*

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time the Contractor submits its written Claim until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

7-06. Tort Claims. This Section does not apply to tort claims and nothing in this Section is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

7-07. Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

7-08. Damages. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. The Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

7-09. Multiple Claims. In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Section.

7-10. Other Disputes. The procedures in this Section 7 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City.

ATTENTION BIDDERS:

Your bid shall represent the cost of performing all Work described in the Contract Documents including:

Special Provisions and Project Plans,
City Standard Specifications and Details,
State Standard Specifications and Plans, and
all Addenda and Change Orders.

CITY STANDARD SPECIFICATIONS AND DETAILS

(Approved November 2016)

is a separate document that is
available at the City of Pleasanton
Engineering Division,
Civic Center

200 Old Bernal Avenue (physical
location) or

P.O. Box 520 (mailing address)
for a non-refundable cost of \$20.

Call (925) 931-5650 to request a copy of the
City Standard Specifications and Details.

*The City Standard Specifications and Details can be viewed online at the
City's Web Page,*

<https://www.cityofpleasantonca.gov/our-government/public-works/engineering/>

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SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with the City Standard Specifications and Standard Details, and the State Standard Specifications and Standard Plans)

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details dated November 2016, and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

SECTION 1 GENERAL

1-18 Working Hours

Add:

Between the dates of June 1, 2024 – August 2, 2024, working hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise specified by the Engineer.

Harvest Park Middle School and Walnut Grove Elementary School is expected to begin the 2024-2025 school year the week of August 4, 2024. Working hours beginning on August 4, 2024 shall be Monday through Friday, 9:30 a.m. - 2:30 p.m. and 3:30 p.m. - 5:00 p.m., unless otherwise specified by the Engineer. Contractor is required to check www.pleasantonusd.net for each school's website for exact 2024-2025 school year start date.

The contractor shall schedule their work accordingly. No additional compensation shall be allowed for full compliance to this special provision.

It is our intent to work closely with nearby residents and schools to minimize impacts. If any work will impact any school operations, the contractor shall immediately consult with the Engineer and adjust their work schedule as approved by the Engineer in order to minimize impacts to Harvest Park Middle School and Walnut Grove Elementary School. This adjustment of working hours shall not be measured item and no separate payment shall be allowed.

1-18 Progress Schedule

Add:

Harvest Park Middle School is immediately adjacent to the project location. Walnut Grove Middle School is south of the project location. The project location experiences student drop off, pick up, walking, and biking activities which will be impacted by construction activities. Below are important school year dates and dates for construction activities required to be completed. For exact school activity dates, Contractor shall refer to www.pleasantonusd.net.

Milestones/Activities	Dates	Liquidated Damages
Contract Award	April 16, 2024	
Notice to Proceed	No later than May 10, 2024	
Last Day of School – Harvest Park Middle School and Walnut Grove Elementary School	May 31, 2024	
Start Construction Activities	June 3, 2024	
Civil Construction Complete	August 2, 2024	\$1,500.00 per day
First Day of School – Harvest Park Middle School and Walnut Grove Elementary School	Week of August 4, 2024	
Traffic Signal Complete	December 6, 2024	\$1,500.00 per day

SECTION 2 TRAFFIC CONTROL

2-01A Public Convenience and Safety

Add:

Upon completion of each day's work, the contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices and barricades at no additional cost to the city. Access to be provided for all adjacent residences, Harvest Park Middle School, Walnut Grove Elementary School and parks during non-construction hours. No additional compensation shall be allowed for full compliance to this special provision.

2-01D Traffic Control Plan

Add:

The Contractor shall provide a detailed traffic control plan for review and comment by the City Traffic Engineer. No work shall commence until the traffic control plans have been reviewed/commented by the City Traffic Engineer. These plans shall be prepared by qualified professionals (Traffic Engineers, Civil Engineers or by Traffic Control Specialists). No additional compensation shall be allowed for full compliance to this special provision.

2-01E Traffic Control Restrictions

Add:

The Contractors shall not block driveways and/or roadway crossing longer than 15 minutes without prior approval. Travel lanes shall be maintained at 10' wide minimum at all times.

Harvest Park Middle School and Walnut Grove Elementary School is expected to begin the 2024-2025 school year the week of August 4, 2024. For exact starting dates, please refer to the Pleasanton Unified School District website at www.Pleasantonusd.net. Morning school drop off is expected prior to 9:30 a.m. Afternoon school pick up is expected after 2:30 p.m. Construction equipment and vehicles should be clear of the construction area to allow for school drop-off and pick up operations. Safe vehicle and pedestrian access shall be provided at all times, especially during school drop-off and pick up operations.

The contractor shall schedule their work accordingly. No additional compensation shall be allowed for full compliance with this special provision.

SECTION 17. TRAFFIC STRIPES AND PAVEMENT MARKINGS

17-01 General

Replace the entire paragraph to:

Traffic stripes shall be either thermoplastic or raised pavement markers as shown on the Project Plans. Thermoplastic traffic stripes shall be in accordance with Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications. Raised pavement markers shall be in accordance with Section 81-3, "Pavement Markers," of the State Standard Specifications. All legends, crosswalks, arrows, and other pavement markings shall be thermoplastic in accordance with Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications. Details for traffic stripes and pavement markings shall be in conformance with A20A through A24H of the State Standard Plans.

17-02B Paint

Replace the entire paragraph to:

Paint shall only be used for traffic stripes and pavement markings when shown on the Project Plans and approved by the Engineer. Paint for traffic stripes and pavement markings shall conform to Section 84 of the State Standard Specifications.

17-03A Removal

17-03A.1 Hazardous Materials

Replace the entire Safety and Health Provisions section to:

Safety and Health Provisions

Attention is directed to Section 7-1.02K(6), "Occupational Safety & Health Standards," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Code of Regulations, Title 8, Construction Safety Orders, including Section 1532.1 "Lead."

The Contractor shall furnish the Engineer a written Code of Safe Practices and shall implement an Injury and Illness Prevention Program and a Hazard Communication

Program in conformance with the requirements of Construction Safety Orders, Section 1509 and 1510.

Prior to starting work that disturbs the existing yellow thermoplastic/paint striping, and when revisions to the program are required by Section 1532.1, "Lead," the Contractor shall submit the compliance programs required in subsection (e) (2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer in conformance with the provisions in Section 5-1.02, "Contract Components," of the Standard Specifications. The compliance program shall include the data specified in subsections (e) (2) (B) and (e) (2) (C) of Section 1532.1, "Lead." Approval of the compliance programs by the Engineer will not be required. The compliance programs shall be reviewed and signed by a Certified Industrial Hygienist (CIH) who is certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH). Copies of all air monitoring or jobsite inspection reports made by or under the direction of the CIH in conformance with Section 1532.1, "Lead," shall be furnished to the Engineer within 24 hours after monitoring or inspection.

Full compensation for furnishing the Engineer with the submittals and for implementing the programs required by this safety health section shall be considered as included in the contract prices paid for items of work causing the existing yellow thermoplastic/paint striping to be disturbed, and no additional compensation shall be allowed therefore.

17-03C Painted Stripes

Replace the entire paragraph to:

Painted traffic stripes and pavement markings shall be installed in accordance with Section 84-2.03, "Construction," of the State Standard Specifications.

SECTION 23. SIGNALS AND LIGHTING

23-01 Reference Specifications and Standards:

- A. Federal Specifications and Standards:
 - 595a - Federal Standard.
 - NEC - National Electric Code.
 - NEMA - National Electric Manufacturers Association.
- B. State of California (Caltrans) Standards:
 - 1. 2022 version of the Standard Specifications
 - 2. 2022 version of the Standard Plans, except as noted otherwise for certain equipment items
 - 3. 2022 version of the California Manual of Uniform Traffic Control Devices
- C. City of Pleasanton Standard Plans and Specifications
- D. Commercial Standards:
 - UL - Underwriters Laboratories, Inc.

23-02 Equipment List and Drawings: The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The CONTRACTOR shall furnish a maintenance manual for all controller units, auxiliary equipment, and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the ENGINEER, prior to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- a) Specifications
- b) Design characteristics
- c) General operation theory
- d) Function of all controls
- e) Trouble shooting procedure (diagnostic routine)
- f) Block circuit diagram
- g) Geographical layout of components
- h) Schematic diagrams
- i) List of replaceable component parts with stock numbers

The CONTRACTOR shall submit to the ENGINEER a list of equipment and materials proposed for to be used in accordance with Section 86-1.01C, "Submittals," of the Caltrans Standard Specifications.

The controller cabinet and its components shall be tested and certified by the cabinet manufacturer prior to delivery to the CITY for testing.

23-03 Warranties, Guarantees, and Instruction Sheets: Warranties, guarantees, and instruction sheets shall conform to Section 5, "Control of Work" of the Standard Specifications and these special provisions.

The traffic signal and highway lighting system installed under these special provisions, including all equipment, workmanship, and appurtenances furnished or performed in connection therewith, shall be guaranteed by the CONTRACTOR for a period of not less than one (1) year following the date of acceptance thereof. If any part is found to be defective in materials or workmanship within the one-year period and the said part cannot be repaired satisfactorily on the site, the CONTRACTOR shall immediately provide a replacement part of equal kind and/or type during the repair period. The CONTRACTOR shall be responsible for the removal, handling, repair or replacement, and reinstallation of the part until such time as the traffic signal system is functioning as specified and intended herein. The one-year guarantee on the repaired or replaced parts shall again commence with the date of reassembly of the system.

The CONTRACTOR shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall provide delivery and installation coordination to

ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Poles shall be handled in a manner that will preserve the overall appearance and prevent damage to the coating. The use of chains or cables for loading, unloading, shipping or installing is prohibited. Only non-abrasive rope or equivalent nylon belting shall be used. Adequate hold-downs and appropriate blocking shall be utilized for shipping to prevent load movement and damage to the outer coating in transit. No handling shall be allowed until "dry through" condition has been achieved with the coating. Any damage to the poles as a result of mishandling shall be repaired at the CONTRACTOR'S expense.

Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's dry, unopened containers or packaging.

Products shall be stored in accordance with the manufacturer's written instructions, with seals and labels intact and legible. Environmentally-sensitive products shall be stored in weather-tight enclosures, and temperature and humidity levels shall be maintained consistent with the manufacturer's written instructions.

Fabricated products stored outside shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; adequate ventilation shall be provided to avoid condensation.

Loose granular materials shall be stored on solid surfaces in a self-drained area and shall be prevented from mixing with foreign matter.

Stored products shall be subject to periodic inspection on a scheduled basis.

23-04 Order of Work: Order of work shall conform to the provisions in these Special Provisions.

The first order of work shall be to place the order for the traffic signal equipment. **The CONTRACTOR shall furnish the ENGINEER with a statement from the vendor that the order for said equipment has been received and accepted by said vendor together with a guaranteed delivery date. This documentation may be used by the engineer in the event of a time extension request by the CONTRACTOR.**

The CONTRACTOR shall arrange to have a signal technician, qualified to work on the controller cabinet and controller and employed by the cabinet and controller manufacturer(s) or their representative, present at the time the traffic signal is turned on, when signal interconnect cable is terminated, when emergency vehicle preemption system is activated, when a new signal phase is activated, or when any modifications are required to the controller cabinet, except for the termination of the field wires.

When microwave detection is used, the CONTRACTOR shall arrange to have a signal technician, qualified to work on the microwave detection and employed by the microwave detection manufacturer or their representative, present at the time the traffic signal is turned on, or when any video detection is activated on an existing signal.

23-05 Control of Work: The CONTRACTOR shall be responsible for locating the corners of each new detector loop. The CONTRACTOR shall mark the detector loops and the ENGINEER thereof shall approve the locations before pavement is cut. The pavement shall be cut with an abrasive type saw. The saw cut depth shall be of uniform depth throughout.

The CONTRACTOR shall be responsible for locating and marking the positions of all new signal standards and pull boxes. The ENGINEER may assist the CONTRACTOR in locating the above items. The ENGINEER shall approve the locations before any work on the foundations is performed. The CONTRACTOR shall give the ENGINEER a minimum of 2 working days notice to verify locations.

23-06 Foundations: Portland cement concrete for cabinet pads and foundations shall conform to Section 90-2, "Minor Concrete," of the latest Caltrans Standard Specifications. Foundations for traffic signal poles shall conform to Section 56-3.01C(2)(b), "Cast-In-Drilled Hole Concrete Pile Foundations," of the latest Caltrans Standard Specifications.

23-07 Standards, Steel Pedestals and Posts: The sign-mounting hardware, as shown on Detail U of Standard Plan ES-7N, shall be installed at the locations shown on the plans.

All Traffic Signal standards and posts shall be galvanized steel unless otherwise noted on the project plans. Locations of Traffic Signal and street lighting standards and posts shall be marked in the field with marking chalk for review by the ENGINEER before beginning any installation.

23-08 Conduit: Conduit shall be in accordance with Section 86-1.02B, "Conduit and Accessories," of the latest Caltrans Standard Specifications, and these Special Provisions. Conduit that is installed underground shall be rigid, nonmetallic type, PVC Schedule 40 or HDPE schedule 80. Conduit installed in a signal pole or cabinet foundation and between the foundation and its adjacent pull box shall be Type 1 rigid metallic.

Conduit installation shall be in accordance with Section 87-1.03B, "Conduit Installation," of the latest Caltrans Standard Specifications, and these Special Provisions. All conduit bends greater than 44 degrees shall be factory bends and shall have a minimum radius of 18 inches. Where factory bends are not used conduit shall be bent without crimping or flattening using the longest radius possible. Bending of non-metallic conduit shall be by methods recommended by the conduit manufacturer and with equipment approved for that purpose.

Conduit and fittings to be installed underground shall be rigid non-metallic type. Conduits designated for signal interconnect shall be installed satisfying the requirements for both twisted pair and fiber optic cables use (e.g., sweeps/bends for fiber optic should be used).

The size of conduit used shall be as shown on the Drawings, but in no case shall conduit be less than 2 inches in diameter. In addition, the CONTRACTOR may, at his option and expense, use conduit of larger size than that shown or specified, provided the larger size is

used for the entire length of the run from pull box to pull box. Reducing couplings will not be allowed.

When a standard coupling cannot be used for coupling metal type conduit, a UL-listed threaded union coupling, concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

All fiber optic and signal interconnect pull boxes shall employ a maximum of 30-degree conduit sweeps. Conduit shall be rigid, nonmetallic type, PVC schedule 40 or HDPE schedule 80. All new fiber optic or signal interconnect conduit shall be a minimum of 3 inches unless otherwise noted in the project plans. Conduit shall be installed so that a straight cable pulling path may be maintained.

All conduits shall enter the controller cabinet foundation at the front and less than 10 inches from the cabinet door opening.

Insulated bonding bushings will be required on metal conduit.

When rigid, nonmetallic conduit is placed in a trench, the trench shall be back filled with minor concrete having not less than 376 pounds of cement per cubic yard to not less than 4 inches above the conduit before additional back fill material is placed.

Conduit shall be laid to a depth of not less than 18 inches below grade in Portland cement concrete sidewalk areas and curbed paved median areas, and not less than 30 inches below finished grade in all other areas. Conduit may lie on top of the pavement within new curbed medians being constructed on top of the existing pavement.

Conduit runs shown on the plans to be located behind curbs may be installed in the street, within three feet of and parallel to the curb, by trenching, as provided below, on approval of the City Engineer. All pull boxes shall be located behind the curb or at the locations shown on the plans.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Damage to Pavement Outside of Trench Limits: If damage such as spalling or cracking occurs to pavement outside trench limits as a result of the CONTRACTOR'S operations, the CONTRACTOR shall remove the damaged pavement as directed and replace as a part of final paving operations at the CONTRACTORS expense.

Directional Boring: When approved by the City Engineer, conduit may be placed under existing pavement by horizontal directional drilling (Directional Bore) method. Pavement shall not be disturbed without permission from the ENGINEER. Adherence to the specifications contained herein, or the ENGINEER'S approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the CONTRACTOR of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

In the event obstructions are encountered, upon approval of the ENGINEER, small potholes may be cut in the pavement to locate or remove obstructions. All potholes shall be repaired per these specifications. Boring pits shall be kept 2 feet clear of the edge of any type of pavement wherever possible. In addition, boring pits shall be kept 2 feet clear of any pedestrian or bicycle facilities. Unless directed by the ENGINEER, pedestrian and bicycle facilities shall remain open at all times. All boring pits, upon end of work day, shall be covered and work areas properly coned off to warn and prohibit potential pedestrian and/or vehicular traffic to the satisfaction of the ENGINEER.

Excessive use of water, such that pavement might be undermined or subgrade softened, will not be permitted.

Conduit to be placed as part of the completed work shall not be used for drilling or jacking. Type 2 and Type 3 conduit may be installed under existing pavement if a hole larger than the conduit is pre-drilled and the conduit installed by hand.

Conduit to be placed beneath railroad tracks shall comply with the following: The conduit shall be either Type 1 or 2, 1 1/2 inch minimum, and shall be placed to a minimum depth of 3 feet below bottom of tie. The near side of each conduit jacking pit shall be constructed not less than 13 feet from the centerline of track. When the jacking pit is to be left overnight, the pit shall be covered with substantial planking.

WORK PLAN: Prior to beginning work, the CONTRACTOR must submit to the ENGINEER a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.

EQUIPMENT: CONTRACTOR will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project.

MATERIAL: Specifications on material to be used shall be submitted to the ENGINEER. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.

PERSONNEL: Documentation of training and relevant experience of personnel shall be submitted.

The ENGINEER must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the ENGINEER is present at the job site and agrees that proper preparations for the operation have been made. The ENGINEER'S approval for beginning the installation shall in no way relieve the CONTRACTOR of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

All personnel shall be fully trained in their respective duties as part of the directional boring crew and in safety. Training shall be provided specific to the project if any potential hazards may be encountered which have not already been included in personnel's training.

Upon request from the ENGINEER CONTRACTOR shall photograph or video tape entire work area, including entry and exit points, prior to the beginning of work and after work is completed.

Work site as indicated on drawings, within right-of-way, shall be graded or filled if needed to provide a level working area. No alterations beyond what is required for operations are to be made. CONTRACTOR shall confine all activities to designated work areas.

The Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If CONTRACTOR is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

CONTRACTOR shall place silt fence between all boring operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or boring fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. CONTRACTOR shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.

CONTRACTOR shall notify all companies with underground utilities in the work area using the Underground Service Alert (USA) hotline at (800) 227-2600 to obtain utility locations. Once utilities have been located CONTRACTOR shall physically identify the exact location of the utilities by potholing to determine the actual location and path of any underground utilities which might be within 5 feet of the bore path. CONTRACTOR shall not commence boring operations until the locations of all underground utilities within the work area have been verified.

CONTRACTOR shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to ENGINEER.

Pipe shall be connected together in one length prior to pull-back operations, if space permits. Steel pipe welds will be X-rayed prior to being placed in bore hole. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', CONTRACTOR will notify ENGINEER and ENGINEER may require CONTRACTOR to pull-back and re-drill from the location along bore path before the deviation.

In the event that a boring fluid fracture, inadvertent returns or returns loss occurs during pilot hole boring operations, CONTRACTOR shall cease boring, wait at least 30 minutes, inject a quantity of boring fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and then wait another 30 minutes. If mud fracture or returns loss continues,

CONTRACTOR will cease operations and notify ENGINEER. ENGINEER and CONTRACTOR will discuss additional options and work will then proceed accordingly.

Upon successful completion of pilot hole, CONTRACTOR will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. CONTRACTOR will not attempt to ream at one time more than the boring equipment and mud system are designed to safely handle.

After successfully reaming bore hole to the required diameter, CONTRACTOR will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations CONTRACTOR will not apply more than the maximum safe pipe pull pressure at any time. In the event that pipe becomes stuck, CONTRACTOR will cease pulling operations to allow any potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, CONTRACTOR will notify ENGINEER. ENGINEER and CONTRACTOR will discuss options and then work will proceed accordingly.

Following boring operations, CONTRACTOR will de-mobilize equipment and restore the worksite to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original.

CONTRACTOR shall maintain a daily project log of boring operations and a guidance system log with a copy given to ENGINEER at completion of project. As-built drawings shall be certified as to accuracy by CONTRACTOR.

23-09 Pull Boxes: Grout in bottom of pull boxes will not be required; however, the depth of the crushed rock sump shall be increased to a minimum depth of 12 inches.

Pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes," of the Caltrans Standard Specifications and this Section.

Pull box size shall be No. 5 for traffic signals, No. 3-1/2 for street lights, No. 6 for homeruns, No. 6E for fiber optic and signal interconnect cable, and 30"x48"X20" "double lid" for fiber optic splice enclosures unless otherwise shown on the Drawings. The cover shall be polymer concrete. Where pull boxes are to be placed in areas subject to traffic loads, a steel or cast iron cover shall be used in lieu of the concrete cover.

Maximum pull box spacing shall be 100' for traffic signals, 200' for street lights and hardwire signal interconnect, and 800' for fiber optic communications unless otherwise noted on the plans.

Interconnect pull boxes shall have lids embossed with "INTERCONNECT," street light pull box lids with "STREET LIGHTING," and traffic signal pull boxes with "TRAFFIC SIGNAL." All 30"x48" double lid pull boxes shall read "CITY OF PLEASANTON FIBER OPTIC".

All 6E pull boxes shall employ a 10-inch extension. A minimum of 18 inches of space shall be maintained between the lid of the 6E pull box and material at the bottom of the box.

Recesses for suspension of ballast will not be required.

All conduits shall enter the pull box from the bottom. Side access will not be permitted unless otherwise directed by the ENGINEER.

Where the sump of an existing pull box is disturbed by the CONTRACTOR'S operations, the sump shall be reconstructed and, if the sump was grouted, the old grout shall be removed and new grout placed at the CONTRACTOR'S expense.

23-10 Conductors and Wiring: At least 10 feet of slack shall be provided in the interconnect pull boxes and the pull box nearest each signal standard, for those conductors terminating in that standard; and 5 feet of slack shall be provided in each conductor in all other pull boxes. The wire bundle entering the controller cabinet shall be neatly coiled in the bottom of the cabinet in order to obtain as much slack as possible. All No. 14 conductors shall be **SOLID** copper wire.

Splices shall be insulated by "Method B."

Conductors shall conform to the provisions in Section 86-1.02F, "Conductors and Cables," of the Standard Specifications.

Traffic signal conductor splicing, where permitted by subparagraph 5 of the first paragraph of Section 87-1.03H, "Conductor and Cables Splices," of the Standard Specifications, shall be spliced using a Type "C" splice.

Conductors shall not be pulled into conduits until the pull boxes have been set to grade, crushed rock sumps have been installed, and conduits have been bonded and grounded. All pull boxes shall be inspected and approved prior to pulling any conductors. Conductors shall not be pulled into conduits unless the ENGINEER is present to observe the operation. The ends of all unused cables shall be sealed. The ends of all cables shall be sealed prior to being installed into the conduits.

All phase conductors and detector cables, including existing phase detectors and conductor labels, shall be identified with the new phase numbers, as shown on the plans. Identification bands shall be T & B Ty-Rap Cable Ties; No. TY 553 M. The flags on the bands shall be marked with a Ty-Rap marking pen; No. WT 163 M-1 (Black), or approved equal. No other method of labeling will be acceptable. All phase conductors and detector cables shall be labeled by phase designations in the pull box nearest their termination, and in the controller cabinet. Phase conductors shall be labeled with phase designation. Detector cables shall be labeled with phase and loop number. Lighting conductors (street or sign) shall be labeled as appropriate. Spare conductors need not be labeled. A 1/4-inch pull rope shall be installed into all new conduits.

Interconnect Cable (Copper)

Splicing of copper interconnect cable shall be done only within controller cabinets on terminal blocks furnished and installed by the controller cabinet supplier. Terminal blocks shall be per City standard. The CONTRACTOR shall be responsible for terminating interconnect cable in the cabinet per direction of the engineering. All the splices shall be done in accordance with the recommendation of the controller supplier and to the satisfaction of City of Pleasanton Traffic Engineering.

Temporary interconnect splicing shall be allowed during construction for a maximum period of 60 days. Temporary splices of interconnect shall be insulated with heat-shrink tubing of the appropriate size and shall overlap the conductor insulation at least 0.5 inches. The overall cable splice shall be covered with heat-shrink tubing, with at least 1 1/2 inch of overlap of the cable jacket. Any alternate temporary splice method shall be approved by the ENGINEER.

Where specified on the plans, Copper cable, six (6) pairs, shall be installed between signal control cabinet telemetry panel and splice cabinet terminal block, as directed by City of Pleasanton Traffic Engineering.

The CONTRACTOR shall provide and install, as per plans, No. 18 or 19 gauge twisted, single-pair conductors, shielded, IPCEA, Type A, or equal, suitable for telemetry's, communicators, or control usage with 300-volt minimum rating within conduit runs which interconnect the traffic signal controllers. Conductor color code shall conform to the following:

White/Blue, White/Orange, White/Green, White/Brown, White/Gray, and
Red/Blue

CONTRACTOR may **NOT** use the Signal Interconnect Cable that is called out in Section 86-1.02F(3)(d)(v) of the State of California Standard Specifications for this cable.

The CONTRACTOR shall be responsible for maintaining existing interconnect during construction. Any interruption of interconnectivity during the construction process due to CONTRACTOR activity shall be resolved by the CONTRACTOR immediately and at the CONTRACTOR'S expense.

Interconnect Cable (Fiber)

Fiber Cable shall be all dielectric, loose tube with 12 or 24 single strand fibers per loose tube, as indicated on the plans. No ribbon fiber shall be utilized. Fiber optic cable shall be single mode. Where available, within contract, water protection tape rather than gel filling shall be utilized. Fiber and fiber cable construction shall adhere to RUS PE-90 and Bellcore GR-20. Cable shall adhere to standard industry fiber and loose tube color coding, as defined by RUS PE-90 and Bellcore GR-20. The Cable shall be constructed to provide a minimum of 30 years useful life when installed in conduit. Fiber shall be 8.3 microns (normal) diameter with mode field diameters for depressed cladding being $8.8 \text{ microns} \pm 0.5 \text{ microns}$ at 1310 nm and $10.0 \pm 1.0 \text{ microns}$ at 1550 nm; for matched cladding mode field shall be $9.3 \text{ microns} \pm 0.5 \text{ microns}$ and $10.5 \pm 1.0 \text{ microns}$ for respective wave lengths. (Cladding types shall not be mixed during fiber deployment). The fiber shall be protected with a cladding with diameter of $125.0 \pm 1.0 \text{ microns}$.

The fiber within the cable shall have an attenuation of no greater than 0.35 dB/Km (0.56 dB/Mile) at 1310 nm and 0.25 dB/Km (0.40 dB/Mile) at 1550 nm. Water peak attenuation 1385 nm (± 3 nm) shall not exceed 2.5 dB/Km (4.02 dB/Mile). The attenuation of the fiber shall be distributed uniformly throughout its length such that there are no localized discontinuities in excess of 0.1dB at either 1310 nm or 1550 nm as determined by TIA 455-59 Fiber Optic Test Procedures (FOTP).

The Fibers shall have a maximum dispersion of 2.8 picoseconds/nanometer – km (ps/nm-km) over an optical wavelength range of 1290 to 1330 nm and a maximum value of zero dispersion slope of 0.093 ps/(km-nm²). Dispersion tests are in accordance with TIA 455-17S FOTP. The manufacturers shall have tested for dispersion as required by Bellcore GR – 20 or RUS PE-90. New factory tests are required only if the fiber has not been pre-tested and qualified to standards.

The Construction of the cable shall follow referenced standards for construction of dielectric, loose tube fiber cable with the exception that water-blocking tape is acceptable and preferred. The dielectric strength member shall support a tensile force of 2700 Newtons during cable installation and shall protect fiber attenuation change during installation allowing no greater than 0.31 dB/Km (0.50 dB/Mile) increase over manufacturer's specified fiber attenuation.

The cable shall include a ripcord under the sheath to support easy removal of the sheaths. The sheaths shall be marked in accordance with National Electric Safety Code 350 G. The Cable Sheath shall also be permanently marked with the manufacturer's name, type cable and "Fiber Optic Cable." There shall also be sequential length markers that are accurate within 1%. Marking size shall be such as to be easily read by a technician. The CONTRACTOR shall submit cut sheets for cable approval to the Construction Manager identifying the marking size, repetition and symbol per National Electrical Safety Code (i.e., Telephone Symbol).

Cable diameter for up to 72 fibers should be approximately 13mm. Cable shall be rated for an operating temperature of -40°C to +75°C. The cable shall contain no metal and shall conform to the National Electric Code's definition of fiber.

Tracer Wires shall be included with all fiber optic cable installation projects. The tracer wires shall be installed in such a way so that underground fiber optic utilities can be identified and located in the future by maintenance staff.

Cable shall be shipped from the factory with protective wrapping and with sealed ends. The cable shall include a waterproof tag with the results of factory OTDR attenuation test as well as:

- Contract Number/Identification
- Manufacturer's Name/Address
- Manufacturer's Part Number
- Type of Cable
- Number of Loose Tubes and Fiber

Beginning and Ending Length Marks
Reel Number
Ship Date
Weight of Cable and Reel

Cable shall be of a continuous length on the reels. The Cable runs are as shown on plans. Slack cable requirements shall be considered by the CONTRACTOR, based on normal industry installation practices, in computing required cable length.

All traffic signal controller cabinets shall employ a fiber termination panel or tray for fiber optic termination with SC (female) connectors. Each jumper cable shall be 900 microns and terminated with an SC (male) connector having integral strain relief.

The fiber optic patch cable shall comply with the fiber cable special provisions of this document. The length of the patch cable shall be 2 meters (minimum). The patch cable shall employ SC (male) connectors, simplex and single mode. The jumper cable will interface with the SC (female) connectors on the optical transceivers installed in field equipment cabinets.

The CONTRACTOR is responsible for interfacing the SC (Male) connectors to test optical-to-electrical communications performance between the patch cables, other installation locations, and the Traffic Operations Center (if applicable). The CONTRACTOR is responsible for correct splicing of the drop cable onto the backbone cable in accordance with splice tables provided by the City. Only fusion splicing method shall be accepted. CONTRACTOR is responsible for point-to-point continuity in accordance with splice tables and assuring point-to-point optical path loss (attenuation) is within specifications. Fiber drop cables and patch cables shall be marked R-1, R-2, T-1, T-2 or SPARE.

The CONTRACTOR shall prepare and submit Record Drawings of each fiber color, splices, and unconnected fibers. Record drawings shall be labeled to indicate the splice closure location.

All fiber optic splices shall be completed using the fusion splice method. All splices shall be tested, and the results of those tests shall be provided to the CITY by the CONTRACTOR.

23-11 Functional Testing: The functional test for each system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

The traffic signal controller shall be delivered to the City's Traffic Engineering Department by no less than 21 calendar days before the traffic signal is activated. Traffic engineering will prepare preliminary signal timing and test the traffic signal controller prior to releasing the controller to the CONTRACTOR. Once the controller is released to the CONTRACTOR the CONTRACTOR assumes ownership of the controller. Any lost,

stolen, misplaced traffic signal controller shall be replaced by the CONTRACTOR at their expense.

The City shall have the right to request a sample of any materials used for the construction of the traffic signal, including, but not limited to: controller and components, signal heads, poles, conductor wire, or any other item deemed necessary to be tested or inspected for compliance to the specifications. CONTRACTOR shall deliver those materials requested within 21 calendar days of request. If the City does not receive the requested materials within the time specified, those materials requested shall be deemed to be unsatisfactory, and rejected.

If the CONTRACTOR is notified of the need for repair of equipment being tested, the required repairs shall commence within five (5) working days of the time of notification by the ENGINEER. The CONTRACTOR shall be responsible for all of the costs involved in the repair of the equipment, including re-testing if necessary.

If any of the equipment is rejected for failure to comply with the requirements of these Specifications, the CONTRACTOR shall be responsible for all of the costs involved in re-testing the equipment after it has been rejected. Deductions to cover the cost of such re-testing will be made from any monies due, or which may become due, the CONTRACTOR.

If control equipment fails during the time period between turn on and final acceptance and the CONTRACTOR is unavailable to immediately respond to repair or replace the failed equipment, the ENGINEER may call in City contract maintenance forces and bill the CONTRACTOR reasonable costs to restore the intersection to designed operation.

The manufacturer's warranty period for furnished equipment shall not commence until the equipment has been installed at the project sites and have been placed in operation by a factory representative, and the project accepted.

In order to properly conduct functional testing of the controller assembly, schematic drawings specific for the cabinet to be used in this specific project shall be submitted with the cabinet. Traffic signal construction plan shall also be submitted. Drawings shall indicate the intersection name and phasing. Absence of the required drawings could result in the rejection of the entire controller assembly. Cabinet testing will not proceed until the required drawings are submitted. The functional test for each signal system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous satisfactory operations is obtained.

Before scheduling the traffic signal "Turn On," the CONTRACTOR is required to coordinate a pre-testing to be conducted by the City or their designee. Seventy-two (72) hours minimum advance notice is required to schedule this pre-test. During the pre-test, the City's traffic signal maintenance staff will determine if all components of the traffic signal system are operational as designed. If deficiencies are found, the CONTRACTOR shall make the necessary corrections and schedule a follow up pre-testing. Only after all the deficiencies found are corrected can the CONTRACTOR schedule the signal "Turn

On.” The CONTRACTOR shall provide a minimum of forty-eight (48)-hour advance notice to schedule the “Turn On”.

All vehicle signal and pedestrian signal heads shall be bagged in their entirety with a burlap sack once the signal heads are installed prior to turn-on. Alternate methods of signal head bagging must be approved by the ENGINEER. The CONTRACTOR shall remove the burlap sacks on the day of turn-on. At that time the CONTRACTOR shall place temporary “STOP” signs in all directions of travel per direction of the ENGINEER. The signs may be removed once the signal is placed in “flashing red” operation. The signs shall remain on site until the signal has been activated and deemed functional by the ENGINEER.

The CONTRACTOR shall require the following product vendors and/or contractors to attend the traffic signal turn on date:

- Traffic Signal Controller Cabinet
- Traffic Signal Controller
- Vehicle Video Detection System
- The City’s Designated Traffic Signal Maintenance contractor

The CONTRACTOR shall not be required to pay for the City’s Maintenance contractor time on-site.

The ENGINEER may waive a vendor’s attendance requirement prior to turn on ONLY through written notice. Electronic notice (email) shall be an acceptable method of notice.

The CONTRACTOR shall schedule a time to activate the traffic signal. Traffic signal turn-on may be scheduled on a non-holiday week Tuesday, Wednesday, or Thursday before 1PM. For the purposes of these specifications “TURN ON” denotes that the signal is physically ready for activation. The ENGINEER shall perform a final pre- turn on system check immediately prior to If the signal is not ready for activation on the appointed time the ENGINEER, at their discretion, may cancel the turn on. The CONTRACTOR shall be responsible for rescheduling the turn-on and is responsible for any additional costs resulting from the rescheduled turn-on.

23-12 Service and UPS System: The traffic signal service equipment cabinet shall be a Milbank (CP3A C-Size BBU) Type III with Alpha FXM1100-HP 120/240-volt/Battery backup combo and shall be powder coated to match the controller cabinet color (#14109 Federal Standard 595B Color or approved equal) unless otherwise noted on plans. Service equipment enclosures shall conform to the provisions in Section 86-1.02P(2), "Service Equipment Enclosures," of the Caltrans Standard Specifications and this Section except that the CONTRACTOR shall pay all costs and fees required by the utility company for the connection of both temporary and permanent service.

The service cabinet shall house both PG&E equipment and BBS equipment, including batteries.

The traffic signal service enclosure shall meet the requirements of PG&E and shall conform to Section 86-1.02P(2), "Service Equipment Enclosures," of the Caltrans Standard Specifications. The enclosure shall be factory pre-wired and tested to meet NEMA 3R

standards. A copy of the wiring diagram for the integrated system shall be enclosed in plastic and mounted inside the enclosure. Name plates shall be provided for each control component. The name plates shall be phenolic, black background with white lettering except the main breaker, which shall be red with white lettering. All name plates shall be fastened in the enclosure by screws. I.D. numerals shall be used to show the address for the meter below the meter window or the front of the enclosure.

The traffic signal service enclosure shall have a separate disconnect for the traffic signal, safety lighting, and sign lighting circuits. Separate disconnects shall be provided for any other separate circuit, such as street lighting or irrigation systems, when shown on the plans. The top half of the service cabinet shall be equipped with 19" rack mountable rails.

A traffic signal equipped with fully functional BBS shall be wired to operate for a period of at least two hours and run an additional two hours (minimum) on Red Flash only. The UPS/BBS shall have a minimum Power Rating of 1.1 KVA (1100 Watts).

General Specifications

Input / Output Voltage (VAC) nominal	120
Input / Output Frequency (Hz) nominal	60
Input Current (A)	12.0
Input voltage Variation	-23% to +17%
Output Power (VA)	1100
Active Output Power (watts)	1100
Voltage Waveform	sine
Battery Run Time	
Power required 1000 watts for 3 hours	
Transfer time (ms)	2-4
Operating Temperature	-35C to +55 C
Lightning / Surge Protection:	
Passes ANSI/IEEE C.62.41/C.62.45 Cat A & B	

Standard Features

Generator Hookup to service cabinet
Transient voltage protection from damaging line spikes
Low harmonic AC sine wave output
Intelligent Boost Operation for brownout protection available
Noise suppression, FCC Class A
Multiple mounting configurations
UL / CSA listed

Power Conditioning

Intelligent Boost Operation (optional) increases output voltage 12% if input voltage falls between 17% to -23% of nominal.

Communication & Alarms

Form C dry relay contacts close on low battery
RS-232 status port
LED indicator for online, on battery, low battery, overload & fault

23-13 Traffic Signal Controller: The CONTRACTOR shall furnish a new signal controller assembly as shown on the plans, and delivery of the controller shall be to the City's Traffic Engineering Division for testing. The controller shall be a Trafficware Shelf Mount Commander ATC NT2 controller with the latest version of the SCOUT ATC software and capable of providing the phasing shown on the plans. It shall be possible to interconnect and fully interface the controller to the City's Central Traffic Signal Master Computer. The hardware necessary to provide communication with the Central Traffic Signal Master Computer shall be an integral part of the control cabinet assembly.

All delivered material and equipment shall be in accordance with Section 86 of the State of California Department of Transportation Standard specifications and these special provisions.

The controller assembly will be connected to the Central Traffic Signal Master Computer and tested for a minimum of 10 working days. Equipment that fails this test operation shall be immediately repaired or replaced by the CONTRACTOR. After completion of tests, the CONTRACTOR shall install the controller cabinet as shown on the plans.

23-14 Controller Assembly:

This specification sets forth the minimum requirements for a TS-2 Type 1/Type 2 controller assemblies with a 16-position load bay, wired for eight phases and fully operational with all the components and plug-ins, malfunction management unit, bus interface unit, cabinet power supply, load switches, flashers and detectors including the controller unit. The controller assembly shall meet all applicable sections of the NEMA TS-2 1998 Standards and Caltrans Standard Specifications and Standard Plans.

23-15 Controller Cabinet: New controller cabinets shall conform to Section 86-1.02Q(2), "Controller Cabinet," of the State Standard Specifications and these Special Provisions.

Controller cabinet foundations shall extend 4 inches above grade. The cabinet shall be a Type "Stretch P" cabinet and fabricated from aluminum sheet. The interior of the cabinet shall be painted powder coat white. The cabinet door shall be fitted with a No. 2 Corbin lock number 1548-1 or exact equivalent, and stainless steel handle with a 16mm (minimum) diameter shaft and three-point latch. The lock and latch design shall not allow the handle to open the cabinet unless the lock is engaged. A locking auxiliary police door shall be included to allow limited controller function access to switch the traffic controller between normal and flash operation. The police door-in-door shall be provided with a treasury type lock Corbin No. R357SGS or exact equivalent. The cabinet shall be "plug and play" ready with a Trafficware Shelf Mount Commander ATC NT2 controller with the latest version of the SCOUT ATC software. The cabinet layout shall be configured to provide adequate shelf space for all shelf-mounted required equipment (e.g., EVP rack, power supply, detector racks, BIU, video detection equipment, MMU, Modem/Switch, and Controller). At least 72 hours before the scheduled "signal turn-on", the controller assemblies including video detection system, shall be fully wired, programmed, tested, and organized with no unnecessary loose cables or conductors. The

wiring in the cabinet shall be tie-wrapped in a neat/orderly fashion to the satisfaction of the City of Pleasanton.

The main door hinge shall be a one-piece, continuous piano hinge with a stainless steel pin running the entire length of the door. The hinge is attached in such a manner that no rivets or bolts are exposed.

The main door and police door-in-door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick by 1.00 inches wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inches wide. The gaskets shall be permanently bonded to the cabinet.

The cabinet flange for securing the anchor bolts will not protrude outward from the bottom of the cabinet.

The cabinet and doors shall be powder coated to match the service cabinet color (#14109 Federal Standard 595B Color or approved equal) unless otherwise noted on plans. The cabinet shall be constructed and wired to provide full TS-2 NEMA capability with both a Type 1 and Type 2 controller, 16 phase, 64 detector channel operation programmable through the controller, and shall include load switches and other equipment necessary to provide this phasing.

Facing the Cabinet door, the cabinet shall open on the right hand side. The power distribution panel shall be mounted on the inside right hand side. On the left hand side of the cabinet, 48 channels of loop detection will be landed. Interconnect terminal blocks shall be a minimum of 2 each 12 positions light duty terminal blocks rated for 5 amp and shall be provided with No. 6 x 3-mm {1/8 inches} binder head screws.

Cabinet shall be wired for two 762 Opticom Discriminators (or approved equal) to operate in the first detector rack. The cabinet shall be "plug and play" ready for a Trafficware Shelf Mount Commander ATC NT2 controller.

The cabinet shall be tested by the cabinet manufacturer prior to delivery on site. Any cabinet deficiencies identified by the ENGINEER shall be resolved by the CONTRACTOR at their expense prior to turn-on.

The "on-off" switch for the cabinet lighting fixtures shall be both a toggle switch mounted on the inside control panel, and a door-activated switch that turns the light on when the door is open and off when the door is closed. Cabinet shall be wired for manual control operation.

23-16 Auxiliary Equipment: Auxiliary equipment shall conform to Section 86 of the State Standard Specifications and these Special Provisions.

The load-switching device shall have indicator lamps for both the inputs and outputs of the device.

The MMU (Malfunction Management Unit) monitoring device shall be installed external to and electrically independent of each controller unit. MMU shall meet or exceed all NEMA TS2 specifications along with the following:

- NEMA TS1 compatible (Type 12 operation), Advanced diagnostic features isolate problems,
Data logging capability allows viewing and recording of improper voltages; Event logging provides a detailed, time-stamped record of time change, MMU reset, MMU configuration changes, prior failures, AC line voltages, and signal sequence characteristics; Front panel shall have 24-mounted DIP switches allow for easy configuration of Field Check/Dual Enables and selection of options; 77 front paneled mounted LED's provide a clear, concise, real-time indication of the status of all channel inputs and fault conditions,
- Front panel mounted RJ-45 Ethernet Port facilitates computer interface; Also extended NEMA TS2 features including Advanced Hardware Architecture, Dual Indication Monitoring, GY-Dual Indication Monitoring, Field Check Monitoring, External Watchdog Monitoring, Program Card Absent Monitoring, Display LED Test, 12 Volt DC Monitoring, Modified CVM Latch.

Ethernet Over Fiber Switch

When Ethernet over fiber optic communication is being used a RuggedCom RS900 series managed Ethernet switch shall be required unless otherwise noted on the plans. Model to be approved by City of Pleasanton Traffic Engineering.

Ethernet Over Copper Switch

When Ethernet over Signal Interconnect Cable is used for communications an Actelis MetaLight Ethernet over Copper Bridge shall be required unless otherwise noted on the plans. Model to be approved by City of Pleasanton Traffic Engineering.

Closed Circuit Television Camera with Pan/Tilt/Zoom Control

Not used.

23-17 Vehicle Signal Faces and Signal Heads: Vehicle signal faces and signal heads shall be in conformance with Section 86-1.02R, "Signal Heads" of the Caltrans Standard Specifications and as shown on the Drawings.

Signal section housing shall be metal type and shall have 12-inch sections. Signal housings and mounting hardware shall be painted black and electrically powder coated. The backplates for mast arm mounted heads shall be ventilated. All backplates shall be such that they can be removed and reinstalled without requiring the removal of the traffic signals.

The second sentence in the third paragraph in Section 86-1.02R(3), "Backplates," of the Caltrans Standard Specifications is amended to read:

Sections shall be joined using 1) aluminum rivets and washers painted or permanently colored to match the backplate, or 2) No. 10 machine screws with washer, lock washer and nut, painted to match the backplate.

All vehicle signals shall be Dialight ITE Compliant “X” and “XL” 12-inch LED indications or approved equal and furnished by the CONTRACTOR. This specification LED modules to be used in place of the incandescent lamp, reflector, socket, gasket, and lens assembly of the vehicle signal sections. Vehicle type LED modules shall fit in all standard, incandescent vehicle traffic signal housings. Each module shall also incorporate a printed circuit board inclusive of all of the LEDs and required circuit components, 36 inch 16 AWG wire leads with strain relief and spade terminals, a rigid housing for protection in shipping, handling and installation, and a one piece neoprene gasket. Screw-in type products are not allowed for vehicle signals.

All LED shall meet the latest ITE specifications and current Caltrans standards and measurement criteria for LED traffic signal modules, and shall conform to the following specifications:

Ball type signals shall utilize the LumiLeds (1) light engine as their source of illumination.

Lenses for ball type modules shall be made of ultraviolet stabilized polycarbonate, and incorporate facets that serve to enhance the optical efficiency of the LED traffic signal module. Individual lens-lets are specifically not allowed. The ball type signals shall incorporate an inner lens that is sealed to the lamp housing, and serves to collimate the light emitted by the LumiLeds (1) light engine. An outer lens shall also be incorporated, that serves to focus the collimated light, so as to meet ITE intensity and distribution standards. Additionally, the LED shall almost perfectly, approximate to the motorist, the appearance of an incandescent traffic signal. This means that the face of the ball LED lamp shall appear to the motorist as nearly totally uniform in illumination, and have a wide viewing angle that makes it suitable for installation on wide boulevards or single-tethered span wire. This also means that it shall not be apparent that LEDs are used as the light source for the traffic signal ball. The external lens surface for all vehicle signals shall be smooth, with no raised features, so as to minimize the collection of dirt, diesel smoke, and other particulate contaminants, and to facilitate periodic cleaning. External lens facets are not allowed. The lens shall be keyed to the housing of the LED signal module to ensure the proper orientation and to avoid possible rotation during any handling. External lenses shall be hard-coated in compliance with Caltrans specifications.

The LEDs shall be mounted and soldered to a printed circuit board. The LED signal module shall be watertight when properly installed in a traffic signal housing. The LED signal module shall utilize the same mounting hardware used to secure the incandescent lens and gasket assembly, and shall only require a screwdriver or standard installation tool to complete the mounting. The LED signal module assembly shall weigh less than 5 pounds. For vehicle signals, the incandescent lamp sockets and reflectors shall be removed from the signal head housings. So as to minimize possible maintenance problems, the LED lamp module may not protrude into the signal visor area more than three-quarters of an inch in depth.

The housing of the LED signal module shall be marked ‘TOP’ to designate the proper orientation of the LED signal module in the traffic signal housing. The housing of red LED ball type traffic signal modules shall utilize a partial, embedded and integral metal layer, in its design and construction. Manufacturer’s part number, date code, and electrical

characteristics of the LED signal module shall be visible on the rear of the assembly. A label shall be affixed to the back of all ball type modules, that certifies their complete compliance with the latest ITE VTCSH, Part II specification for LED traffic signal modules.

The LED traffic signal manufacturer shall be ISO 9001 certified.

The light intensity and distribution from red LED signal modules shall as a minimum, meet the July 1998 ITE VTCSH Part II, and current CALTRANS standards and measurement criteria for LED traffic signal modules. Test data to verify the performance for red and green ball signals as meeting the July 1998 ITE VTCSH, Part II intensity requirements @ 74 degrees Centigrade, shall be supplied from either:

Lighting Sciences
7630 East Evans Road
Scottsdale, AZ 85260

ETL Testing Laboratories
3933 US Route 11
Cortland, NY 13045-0950

or, other certified independent test lab. The light output of all LED vehicle signal modules shall meet ITE specifications for chromaticity.

The LEDs shall be connected in series parallel strings. No more than 1% of the total luminosity of the entire signal module may be lost in the event of a single string failure. For red LED ball type signals, the failure of a single LED shall cause loss of light from only that LED. No loss of light output from the complete module assembly shall occur as a result of a single LED failure in a red LED ball lamp.

The control circuitry shall prevent the current flow through the LEDs in the off state to avoid any false indication as may be perceived by the human eye, during daylight and evening hours. The LED traffic signal module shall be operationally compatible with NEMA TS-1 and NEMA TS-2 conflict monitoring parameters. The intensity of the LED signal module shall not vary by more than 10% over the allowable voltage range as specified in the electrical section below.

Red balls shall maintain required intensity, as defined by the July 1998 ITE VTCSH, Part II intensity standards for LED traffic signal modules, over the temperature range of -40 degrees centigrade to +74 degrees centigrade, at 120 volts A.C., when new, and also after 3 years.

Power factor shall be 90% or greater, at nominal rated voltage, at 25C, after 60 minutes of operation. Total harmonic distortion (THD) shall be less than 20% at rated voltage, at 25C.

All LED traffic signal modules shall be in compliance with FCC noise regulations.

All green LEDs shall have a clear lens. No green tint lens allowed.

The red LEDs shall utilize exclusively AlInGaP technology, either AS (Absorbing Substrate) or TS (Transparent Substrate), and shall not exhibit degradation of more than 30% of their initial light intensity following accelerated life testing (operating at 85 degrees C and 85% humidity, for 1000 hours). AlGaAs technology is not acceptable.

The LED signal modules shall be connected directly to line voltage, 120 Volts AC nominal, and shall be able to operate over the voltage range of 80 VAC to 135 VAC.

The 12" red ball units shall consume no more than a nominal 10.5 watts respectively, at 120 VAC, at 25 degrees centigrade. Maximum power consumption shall not exceed 12 watts respectively, at 120 VAC, at 25 degrees centigrade.

Red arrow type LED traffic signal modules shall be temperature-compensated so as to maintain intensity at elevated temperatures. Red arrow type LED traffic signal shall be tested and documented by CALTRANS as being in compliance with CALTRANS intensity standards for red arrows at elevated temperatures.

All LED traffic signal modules supplied shall be warranted for 5 years against manufacturing defects.

Red ball and red arrow traffic signal modules shall be performance warranted to be in compliance with July 1998 ITE VTC SH, Part II, and CALTRANS minimum intensity standards for LED traffic signal modules, at 74 degrees centigrade, for a period of three (3) years.

23-18.1 Pedestrian Signals: Pedestrian signals shall be in conformance with Section 86-1.02S(3) "Pedestrian Signal Faces" of Caltrans Standard Specifications.

Pedestrian LED shall be 16" x 18" Full Hand/Full Man. The Countdown Module shall be standard for pedestrian LED signals. Alternate pedestrian LED signals shall be approved by the ENGINEER. The displayed messages shall be "UPRAISED HAND" and "WALKING PERSON" symbols. The unit "counts down", or exhibits to the pedestrian a digital numerical display, as well as the Caltrans international graphic display, to communicate how much time remains to clear the intersection. The units shall have two optional operational modes; total countdown and clearance count down. The units shall be set to clearance countdown unless otherwise directed by the ENGINEER. The units shall be capable of "learning" automatically the walk time interval and the pedestrian clearance intervals whenever pedestrian timing changes are made. The housing shall be die cast from a one-piece corrosion-resistant aluminum alloy. Additionally, the UPRAISED HAND and WALKING PERSON symbols shall be LED filled. Outline of the symbols shall not be acceptable. The count-down display shall utilize Double LED rows.

The housing shall be die cast from a one-piece corrosion-resistant aluminum alloy. The housing door frame shall be hinged to the housing by stainless steel pins and hinge lugs integrally cast in the housing and door frame. Pedestrian signal housings and mounting hardware shall be painted gloss black and electrically powder coated.

23-18.2 Pedestrian Pushbuttons: Not used.

23-18.3 Accessible Pedestrian Signals (APS): The APS shall be a Polara iNS 2-wire system with shelf-mount Central Control Unit (iCCU-S2), Interconnect Board (iN2-ICB), SDLCCP (SDLC Cabinet Cable Package for ICCU-S2), and custom message option.

The buttons shall be black with a 5" X 7" informational faceplate. The pushbuttons shall have a directional arrow pointing in the direction to cross. Model to be approved by City of Pleasanton Traffic Engineering.

23-19.1 Loop Detection System: When applicable all loop detectors shall be rack mounted meeting or exceeding NEMA TS2 specification.

Sensor units shall be EDI Oracle 4E, or equal.

Detector sensor units furnished shall function without "locking up." If the detector sensor units furnished for the contract continually lock up when tuned for a motorcycle, as described herein, all furnished sensor units shall be replaced with another brand of detector at the CONTRACTOR'S expense.

23-19.2 Video Detection System: Shall be the AutoScope Vision Video Detection System by Econolite. The Video detection systems shall provide a minimum of 20 detection zones per camera, placed anywhere in the camera's field of view. System hardware and software shall provide presence detection, bicycle discrimination, incident monitoring, high definition video, and traffic data collection. Available traffic data include statistics on volume, turning movements, occupancy, speed, density, headway, and vehicle classification in user selectable time periods of 10, 20, 30 seconds or 1, 5, 10, 15, 30, or 60 minutes.

The system shall include connectivity for IP-addressable broadband communications that supports digital H.264 video compression for streaming output.

The system shall use a single Interface Panel that connects at a minimum 4 video sensors. The Panel shall be mountable to the sides of the traffic cabinet.

The camera shall require only a single 3-conductor cable to operate. This set-up will provide power and data communications back to the traffic signal cabinet up to 1,000 feet away. The camera shall have HD resolution of at least 720p (1280x720 pixels). The camera shall be equipped with an integrated zoom lens that can be adjusted using configuration computer software. The Zoom lens shall have a 10X optical zoom and the field of view shall be adjustable over the range of 7 to 73 degrees horizontal and 5 to 58 degrees vertical. The camera assembly shall be housed in a sealed IP-67 enclosure. In addition, the enclosure shall have a heater for the lens, a desiccant packet to absorb moisture, and a sunshield. The power and communications requirements of the video detection system shall be fully compatible with a standard TS2 cabinet configuration.

23-19.3 Microwave Detection System: Not used.

23-20 Loop Installation Details: When applicable loop detector lead-in cable shall be Type B. Conductor for inductive detector loop shall be Type 2. All 6' X 6' loop shall consist of 4 turns per loop. No more than four 6-foot by 6-foot loops shall be connected to each sensor unit. Type E loop detectors 6 foot in diameter may be installed in lieu of Type A loops. All front loop detectors shall be Type D. When front loop detectors are used to supplement video detection, Type D loops shall be used. No splices are permitted in detector lead-in cables.

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

The sealant for filling slots cut in pavement shall conform to the State Specification 86-1.02W(4) for Hot-Melt Rubberized Asphalt Sealant. Conductors to be buried in the pavement shall be installed only in the presence of the ENGINEER.

Where detector lead-in cables are connected to the terminal strips in the controller cabinet, the pressure terminal connectors shall be soldered to the detector lead in cables.

The CONTRACTOR shall identify loop wires by lane number, loop number, and start/finish using tie raps and permanent marker.

23-21 LED Luminaries: Luminaires shall be GE Evolve LED roadway lights. Model shall be ERL2 series. Part number to be approved by City of Pleasanton Traffic Engineering.

23-22 Edge-Lit Street Name Signs: Edge-Lit LED street name signs (SNS) shall be the Temple Razor Edge-Lit LED SNS, or approved equal.

Edge-Lit LED SNS installed on signal mast arms shall be the LED type per the Project Plans and these Specifications. Edge-Lit LED SNS shall operate maintenance-free for over 60,000 hours, with no bulbs or ballasts to replace. The technology consists of LEDs mounted along the top and bottom edge of the sign, concealed in the frame. The Edge-Lit sign shall use high-flux LEDs. Edge-Lit Light shall be emitted vertically from the top and bottom through a clear acrylic sheet and refracted outwards horizontally through the sign legend.

Edge-Lit technology shall allow for an ultra-slim, unobtrusive frame that can be mounted in any arrangement. Edge-Lit SNS mounted shall be mounted on the Signal Mast Arm unless otherwise noted. Edge-Lit SNS signs shall be double sided signs installed using an underhang mounting per the manufacturer's specifications. Edge-Lit LED SNS shall be White on a standard MUTCD Color 1177 (Green) background. All SNS lettering shall be the Series E standard lettering 8" Uppercase and 6" Lowercase.

The CONTRACTOR and ENGINEER shall verify the wording and spelling to be used on the signs prior to ordering equipment.

Sign brackets shall be the swivel type allowing movement in all directions.

23-23 Photoelectric Control: Photoelectric control shall be Type V for traffic signals and Type IV for standard street lights. Photoelectric units shall be installed inside the service cabinet.

23-24 Modulated Signal Detection System: The modulated signal detection system shall be able to interface with the CITY'S "Opticom" detection system as manufactured by 3M or approved equal. The controllers shall be equipped with internal circuitry to provide programmable channels of emergency vehicle preemption. The detector shall have a minimum range of 2,500 feet.

The modulated signal detection system shall consist of a phase selector; detector for 1-channel or 2-channel detection; and interface cable.

The controller cabinets shall be wired with a "D" connector or special function cable to provide all necessary controller connections for emergency vehicle preemption. The phase selectors or discriminators shall be wired to provide emergency vehicle preemption for the emergency vehicle phases as shown on the Drawings.

Necessary communications cables shall be installed to allow modulated signal detector communications with the Trafficware Shelf Mount Commander ATC NT2 controller and the Traffic Operations Center, if applicable.

23-25 Intelligent Transportation Systems (ITS) Integration: Not used.

23-26 Removing, Reinstalling or Salvaging Electrical Equipment: Salvaged traffic signal equipment identified in the project plans shall be delivered to City of Pleasanton, Operations Service Center, 3333 Busch Road unless otherwise noted on the project plans. The CONTRACTOR shall provide equipment, as necessary, to safely unload the equipment.

Full compensation for hauling and stockpiling salvaged electrical materials shall be considered as included in the contract lump sum price paid for "Signal Installation", and no additional compensation will be allowed.

23-27 Blank: Not used.

23-28 Payment: The lump sum price bid for "Signal Installation" shall include new controller assemblies, connection of the controller to the Traffic Signal Central Master Computer, interconnect cable splices within the controller cabinet, or at the City traffic computer, interconnect conduit, and all other parts and labor required for successful operation of the controller by the Traffic Signal Central Master Computer.

It shall also include a system detector controller, where required, system detection equipment, loops, etc., and any additional labor or equipment associated with each intersection, as shown on the plans.

Mobilization: 10% of the total contract price will be paid upon completion of mobilization.

Payment for Materials on Site: 50% of invoice cost for all signal poles, mast arms, cabinet, controller and hardware properly tested, stored and documented per all of the applicable provisions of these specifications.

Progress payments will be processed by the City according to the following schedule unless otherwise approved by the ENGINEER:

	<u>Percent of Lump Sum</u>	<u>Signal Work Completed</u>
	<u>Itemized Bid</u>	
(1)	20%	All conduit in place.
(2)	10%	All foundations dug and concrete poured.
(3)	15%	All loops cut with wires and sealant in place and/or all video detection equipment installed and operational.
(4)	5%	All wire pulled in all conduits.
(5)	20%	All signal standards and poles erected.
(6)	10%	Handicap Ramps installed.
(7)	5%	All new signing and striping completed.
(8)	10%	Controller and cabinet installed and operational.
(9)	5%	Miscellaneous work completed.
TOTAL	100%	

Said price shall include the controller testing by Signal Maintenance, Inc., including pick-up and deliveries, and providing a signal technician at the time the equipment is turned on, and no additional payment will be allowed therefore.

A complete and operational system shall be provided.

April 16, 2024
Finance

TITLE: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE PUN GROUP, LLP FOR PROFESSIONAL AUDITING SERVICES FOR A THREE-YEAR CONTRACT WITH AN OPTION TO EXTEND THE CONTRACT FOR TWO YEARS FOR A TOTAL OF FIVE YEARS FOR A TOTAL NOT TO EXCEED AMOUNT OF \$523,555 WITH UP TO 20 PERCENT CONTINGENCY

SUMMARY

State and Federal regulations and bond covenants require that an independent auditor conduct an annual audit of the City's financial records. Staff sent out a Request for Proposals for Professional Auditing Services in February 2024 and received four proposals from qualified firms. Staff requested interviews with all four firms and three were available for interviews. Staff has determined the most qualified firm is The Pun Group, LLP.

RECOMMENDATION

The Audit Committee met on March 26, 2024, to review the proposed contract for auditing services. A representative from The Pun Group attended the meeting and provided a presentation introducing their firm and the audit services that will be provided to the City. The Audit Committee recommended the City Council approve the contract with The Pun Group for auditing services for FY 2023/24, FY 2024/25, and FY 2025/26, with an option to extend the contract for two years.

Staff recommends the City Council:

- Approve a professional services agreement with The Pun Group for professional auditing services for a three-year contract with an option to extend the contract for two years for a total of five years for a total not to exceed amount of \$523,555.
- Authorize the City Manager or designee to execute the attached professional services agreement for a three-year contract and approve future contract amendments.
- Authorize the City Manager or designee to approve up to 20 percent in contingency per fiscal year to cover testing of additional major programs associated with the single audit and the implementation of new Governmental Accounting Standards Board (GASB) pronouncements.

BACKGROUND

State and Federal regulations and bond covenants require that an independent auditor conduct an annual audit of the City's financial records. The City has used the auditing services of Lance, Soll & Lunghard, LLP for the past three years. Best practice guidance recommends that a public entity solicits for audit services no less than every five years. In addition, it is the City's practice to periodically rotate audit firms to obtain a fresh perspective on its financial operations. Based on this, staff circulated a Request for Proposals for Professional Auditing

Services in February 2024.

DISCUSSION

Staff received four responses (Proposals) to the Request for Proposals. The review criteria for the Proposals included a number of factors: (1) understanding of the engagement and the City's needs, (2) experience of the firm and proposed individuals, (3) firm resources available for timely completion of audit and scheduling of work, (4) references from similar engagements, and (5) fees. Finance Department staff interviewed the three firms available for interviews to determine which firm could best meet the City's needs for an audited Annual Comprehensive Financial Report (ACFR) and other reports. Staff contacted the references for the top firm selected from the interview process. Based on the interviews and references, staff concluded the most qualified and well-suited firm for the City is The Pun Group.

The Pun Group's proposed fees for the five-year term are presented below. Note that the basic fee only includes a charge for one major program associated with the single audit (i.e., audit of federal grants). The fee for auditing additional major programs will be \$6,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. Staff recommends the City Council authorize the City Manager or designer to approve up to 20 percent in contingency per fiscal year to cover testing of additional major programs associated with the single audit and the implementation of new Governmental Accounting Standards Board (GASB) pronouncements.

FINANCIAL STATEMENT

	2024	2025	2026	2027	2028
Basic Reports	\$ 88,250	\$ 92,663	\$ 97,296	\$ 102,160	\$ 107,268
TDA Audit Report	3,500	3,675	3,859	4,052	4,254
Housing Authority Report & Filings	3,000	3,150	3,308	3,473	3,647
Total	\$ 94,750	\$ 99,488	\$ 104,463	\$ 109,685	\$ 115,169

The City's contract fees with Lance, Soll & Lunghard, LLP for the FY 2022/23 audit and financial reports were \$96,255 and included the implementation of Governmental Accounting Standards Board Subscription-Based Information Technology Arrangements (GASB 96). The Finance Department's budget will include the funding for the annual audit. The proposed contract begins with general audit planning and interim audit field work scheduled for April and June in this fiscal year and the year-end fieldwork will be conducted in October 2024. Funding for this agreement is currently in the operating budget general fund account 0016000-430101.

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

This action is aligned with the ONE Pleasanton Strategic Plan goal of *Funding our Future*, which supports financial health and sound fiscal policies through long-term planning, cost recovery, increased revenue, and cost containment.

FISCAL IMPACT

There is no fiscal impact associated with this action. Annual audit fees will be included in the operating budget that is adopted by the City Council every two years.

Prepared by: Dawn
DeMarcus



Dawn DeMarcus, Senior
Budget and Finance Analyst

Submitted by:



Susan Hsieh, Director of Finance

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Professional Services Agreement The Pun Group

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 23rd day of April 2024, between the CITY OF PLEASANTON, a municipal corporation ("City"), and The Pun Group, LLC whose address is 2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596, and telephone number is (949) 777-8801, ("Consultant").

RECITALS

A. Consultant is qualified and experienced in providing auditing services for the purposes specified in this Agreement.

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 and furnish the reports described in the Request for Proposals for Professional Auditing Services (Issue Date: February 16, 2024) attached as Exhibit "A", Scope of Work, incorporated to the extent consistent with this Agreement.

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, the Assistance to Be Provided by the City as described in Exhibit A.

3. **Staff.** Consultant shall assign Frances J. Kuo to serve as the Engagement and Lead Partner, who may not be replaced without written consent of City.

4. **Term.** This contract shall commence on the date written above and continue for three years with an option to extend the contract for an additional two years for a total of five years. The work as described in Exhibit "A", Scope of Work, shall be completed by December 31, 2027 or by December 31, 2029 if extended for an additional two years

5. **Compensation.** For the services to be rendered, City shall pay Consultant \$298,701 (across three (3) fiscal years), as described more particularly 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. Total compensation for services and reimbursement for costs shall not exceed \$523,555 (across five (5) fiscal years) unless the parties agree pursuant to section 8.

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

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by

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

6. **Sufficiency of Consultant's Work.** By executing this Agreement, Consultant warrants that all services will be performed in a competent, professional and satisfactory manner. Should Consultant discover any latent or unknown conditions, it shall immediately inform City and proceed only at its own risk until instructed by City.

7. **Ownership of Work.** All reports, work data, and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential and shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services unless the City provides prior written consent.

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

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

10. **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.

11. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

12. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant 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, 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.

13. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage with insures with an A.M. Best's rating of no less than A:VII.

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$1,000,000 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 \$1,000,000 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. **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 thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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

f. **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.

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

14. **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: The Pun Group, LLC
Attn: Frances J. Kuo
2121 North California Blvd., Ste 290
Walnut Creek, CA 94596

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

15. **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.

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

17. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of five (5) 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.

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

19. **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.

20. **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.

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

22. **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.

23. **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.

24. **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.

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

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

By: _____
Gerry Beaudin, City Manager

By _____
Its _____

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren City Attorney

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

RFP for Professional Auditing Services

Exhibit A

In accordance with the Request for Proposals for Professional Auditing Services issued by City of Pleasanton, the firm referenced below hereby submits the following cost proposal:

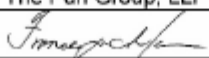
	Year Ending June 30th				
	2024	2025	2026	2027	2028
Basic Reports to be Issued:					
City Audit, including ACFR	\$60,000	\$63,000	\$66,150	\$69,458	\$72,930
Single Audit Report	7,500	7,875	8,269	8,682	9,116
Gann Limit Report	750	788	827	868	912
Measure B Audit Report	3,500	3,675	3,859	4,052	4,254
Measure BB Audit Report	3,500	3,675	3,859	4,052	4,254
Measure F Audit Report	3,500	3,675	3,859	4,052	4,254
Community Transit Services Report	5,000	5,250	5,513	5,788	6,078
Cities Financial Transactions Report	4,500	4,725	4,961	5,209	5,470
Total Not to Exceed Fees	\$88,250	\$92,663	\$97,296	\$102,160	\$107,268
Additional Reports to be Issued at City Options:					
TDA Audit Report	3,500	3,675	3,859	4,052	4,254
Housing Authority Report & Electronic Filings	3,000	3,150	3,308	3,473	3,647

In addition, please include below an hourly fee quotation and hours proposed for all positions to be assigned to the audit:

	Hours	Hourly Rate
Partners	40	\$300
Managers	80	\$200
Supervisory Staff	220	\$175
Professional Staff	350	\$125
Clerical/Support Staff	16	\$100
Other		

I hereby certify that the undersigned is authorized to represent the firm stated above, and empowered to submit this bid, and if selected authorized to sign a contract with the City, for the services identified in the Request for Proposals.

Firm Name: The Pun Group, LLP

Signature: 

Printed Name: Frances J. Kuo, CPA, CGMA

Title: Partner

Date: 03/08/2024

April 16, 2024
Finance

TITLE: ADOPT A RESOLUTION APPROVING AN INTERFUND LOAN FROM THE EQUIPMENT REPLACEMENT FUND TO THE RECYCLED WATER FUND IN THE AMOUNT OF \$965,160 FOR A TERM OF NOT MORE THAN FIVE YEARS TO REDEEM THE OUTSTANDING 2017 WATER REVENUE BONDS; AND APPROVE AMENDMENTS TO THE FISCAL YEAR 2023/24 BUDGET

SUMMARY

At the March 5, 2024, City Council meeting, staff provided an update regarding debt financing associated with interim water improvement projects. The costs for these improvements, including the initial design work for the per- and polyfluorinated substances (PFAS) construction project, are estimated to range from \$18 to \$19 million.

Staff anticipates returning to the City Council on May 7, 2024, with a recommendation to approve the bond sale. The City will sell bonds around the third week of May and close (money in the project fund) in the first week of June.

Due to the financial challenges in the Water Fund, the City did not meet the required debt service coverage in FY 2022/23. To meet the debt service coverage requirements to issue additional debt, the City needs to defease (i.e., the debt on the bond will be paid through cash or issuance of new bonds) the 2017 Water Revenue Bonds prior to their maturity on 2/1/2025. This debt will no longer be outstanding once the 2017 Water Revenue Bonds are paid off.

RECOMMENDATION

Adopt a resolution approving an interfund loan from the Equipment Replacement Fund to the Recycled Water Fund in the amount of \$965,160 for a term of not more than five years to redeem the outstanding 2017 Water Revenue Bonds; and approve amendments to the Fiscal Year 2023/24 Budget

BACKGROUND

To issue additional bonds secured by revenues from the Water Fund, the City must comply with additional bond test provisions in the 2015 California Clean Water State Revolving Fund (SRF) Agreement and the 2017 Trust Agreement related to the 2017 Water Revenue Bonds. The latter requires debt service coverage of 1.25 times of net revenue for the most recent fiscal year and proceeding five fiscal years. This provision would not apply if the bonds are defeased prior to the issuance of the proposed 2024 Water Revenue Bonds. The City did not meet this provision in FY 2022/23, its most recent fiscal year.

2017 Water Revenue Bond

The City, through the Pleasanton Joint Powers Financing Authority, issued the 2017 Water Revenue Bond (\$7.1 million) to participate in funding the Dublin San Ramon Services District (DSRSD) - East Bay Municipal Utility District (EBMUD) - Recycled Water Agency (DERWA)

treatment plant facilities expansion project to be able to meet forecasted recycled water demands for all the City's new recycled water irrigation customers. The City has one remaining debt service payment (\$980,640) on the Bonds, which is due February 1, 2025. If the City were to defease this final payment prior to issuing the proposed 2024 Water Revenue Bonds, the City would meet its additional bonds provision with the SRF Agreement, and the 2017 Water Revenue Bonds would no longer be outstanding. The 2017 bonds can be defeased through a refunding (connected with the proposed 2024 financing) or prepayment of outstanding principal and accrued interest in advance of the maturity date with cash on hand.

DISCUSSION

The City is looking to defease the 2017 Water Revenue Bonds to provide flexibility in the timing and structuring of the proposed 2024 Water Revenue Bonds. The Recycled Water Fund currently does not have sufficient cash to prepay the bonds. Staff recommends borrowing funds from the Equipment Replacement Fund (an Internal Service Fund) to redeem the outstanding bonds. This borrowing method is less expensive than refinancing the debt, as refinancing will incur more interest expense over time. The fund balance in the Equipment Replacement Fund is approximately \$3.0 million, and a portion of the fund balance is set aside for replacements in future years. These available funds can be lent to the Recycled Water Fund.

The City and its financial advisor (PFM) reached out to JPMorgan to inquire about making an early payment on outstanding principal and accrued interest to defease the bonds. If the City were to defease the bonds on April 30, 2024, the total payment would equal \$965,160, which breaks down to \$960,000 in outstanding principal, and \$5,103 in accrued interest, and \$57 in JPMorgan processing fees. If the City were to wait until the bonds mature on February 1, 2025, the total principal and interest payment would be \$980,640.

The terms of the interfund loan are summarized below. A five-year repayment term is recommended to lower the overall Water Fund annual debt service payment due to the anticipated new debt. Assuming the interest rate is 1.5%, the estimated annual debt service payment is \$201,800. The total interest expense is estimated at \$43,900. The total debt service payment is estimated at \$1,009,000. Note that the interest expense may be higher if the City's investment returns are higher than 1.5%.

Summary Loan Terms

- Loan amount: \$965,160. Funds from the Equipment Replacement Fund should be transferred to the Recycle Water Fund by April 30, 2024.
- Term: Five years with the final payment due in June 2028. Principal can be paid off any time during the five-year period without penalty.
- Interest rate: Variable interest rates based on the investment return generated by the City's investment pool. The current return is about 1.5%.
- Repayment method: Principal and interest due annually in June. The first payment is due in June 2024.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

Approval of this action aligns with the ONE Pleasanton strategic plan goals of *Investing in Our Environment*, Strategy 3 -Identify funding and implement the recommendations from the Water Supply Alternative Study to resolve PFAS water quality issues, as well as *Funding Our Future* to support financial health and sound fiscal pollices through long-term planning, cost recovery, increased revenue, and cost containment.

FISCAL IMPACT

Staff recommends the City Council adopt a resolution approving an interfund loan from the Equipment Replacement Fund (Fund 514) to the Recycled Water Fund (Fund 425) in the amount of \$965,160 for a term of not more than five years to redeem the outstanding 2017 Water Revenue Bonds, and approve amendments to the Fiscal Year 2023/24 Budget. The terms for the interfund loan are summarized in the discussion section above.

Prepared by:



Susan Hsieh, Director of
Finance

Submitted by:



Susan Hsieh, Director of Finance

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING AN INTERFUND LOAN FROM THE EQUIPMENT REPLACEMENT FUND TO THE RECYCLED WATER FUND IN THE AMOUNT OF \$965,160 FOR A TERM OF NOT MORE THAN FIVE YEARS TO REDEEM THE OUTSTANDING 2017 WATER REVENUE BONDS; AND APPROVE AMENDMENTS TO THE FISCAL YEAR 2023/24 BUDGET

WHEREAS, the City is looking to defease the 2017 Water Revenue Bonds to provide flexibility in the timing and structuring of the proposed 2024 Water Revenue Bonds; and

WHEREAS, the Recycled Water Fund currently does not have sufficient cash to prepay the bonds; and

WHEREAS, the Equipment Replacement Fund (an Internal Service Fund) will lend \$965,160 to the Recycled Water Fund to redeem the outstanding bonds.

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

Section 1: Approve an interfund loan from the Equipment Replacement Fund (Fund 514) to the Recycled Water Fund (425) in the amount of \$965,160 for a term of not more than five years to redeem the outstanding 2017 Water Revenue Bonds.

Section 2: Approve amendments to the Fiscal Year 2023/24 budget.

Section 3: Adopt the terms of the interfund loan as specified below.

Loan amount: \$965,160. Funds from the Equipment Replacement Fund should be transferred to the Recycle Water Fund by April 30, 2024.

Term: Five years with the final payment due in June 2028. Principal can be paid off anytime during the five-year period without penalty.

Interest rate: Variable interest rates based on the investment return generated by the City's investment pool. The current return is about 1.5%.

Repayment method: Principal and interest due annually in June. The first payment is due in June 2024.

Section 4: The City Clerk shall certify the passage of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

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

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

April 16, 2024
Finance

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

SUMMARY

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

RECOMMENDATION

Accept claim disbursements in the amount of \$18,923,050 and the investment report for the month of February 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 February 2024.

DISCUSSION

Monthly disbursements and investment report provides transparency of the City's financial transactions and payments for review by the City Council. Please note that the medium term note with 3M Company is rated at A by Moody's and rated at BBB+ by S&P. A rating of A indicates the investment grade is very high and a rating of BBB+ indicates the investment grade is good. When this investment was purchased in 2019, it met the A rating category required by the City's investment policy. This investment is scheduled to mature in February 2025. Staff has been monitoring this investment and will take action such as selling the security before maturity if warranted.

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

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

FISCAL IMPACT

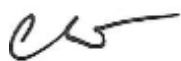
There is no fiscal impact associated with this action.

Prepared by: Dawn
DeMarcus



Dawn DeMarcus, Senior
Budget and Finance Analyst

Submitted by:



Susan Hsieh, Director of Finance

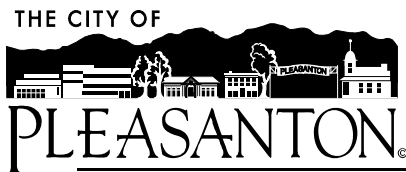
Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Disbursement and Investment Report



FEBRUARY 2024 DISBURSEMENTS

CHECK REGISTER*

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
2/1/2024	59760-59893	\$ 3,227,833
2/8/2024	59900-60024	1,249,381
2/9/2024	60048	437,982
2/15/2024	60049-60196	2,443,445
2/15/2024	600206-60210	6,208
2/23/2024	60211-60343	796,358
2/29/2024	60353-60464	1,657,690
		<u>\$ 9,818,897</u>

ACH PAYMENTS

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
2/1/2024	59894-59899	\$ 92,596
2/8/2024	60025-60047	3,870,617
2/15/2024	60197-60205	288,277
2/23/2024	60344-60352	162,104
2/29/2024	60465	29,516

Payroll & Tax related ACH Payments	413,363
	<u>\$ 4,856,474</u>

WIRE TRANSFERS

	<u>AMOUNT</u>
HUD grant allocation adjustment	\$ 509
2017 Water Revenue Bond Debt Service	960,425
	<u>\$ 960,934</u>

PAYROLL TRANSFERS

<u>DATE</u>	<u>AMOUNT</u>
2/8/2024	\$ 1,604,512
2/13/2024	59,709
2/23/2024	1,622,524
	<u>\$ 3,286,745</u>

TOTAL DISBURSEMENTS	<u>\$ 18,923,050</u>
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* Detailed registers available upon request.



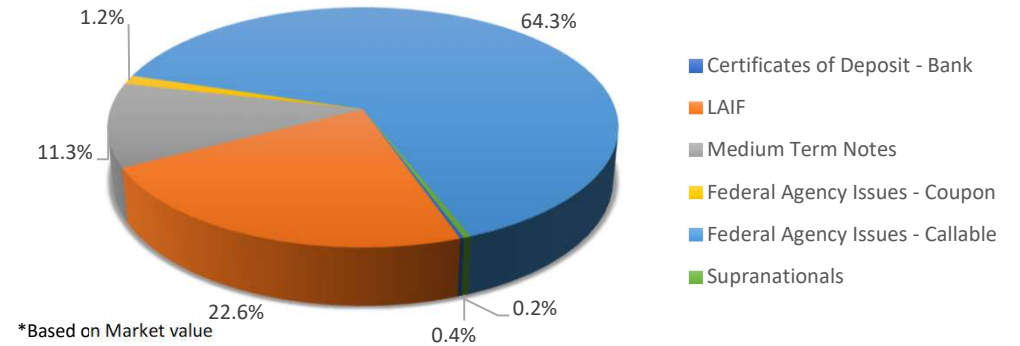
Portfolio Snapshot

February 29, 2024

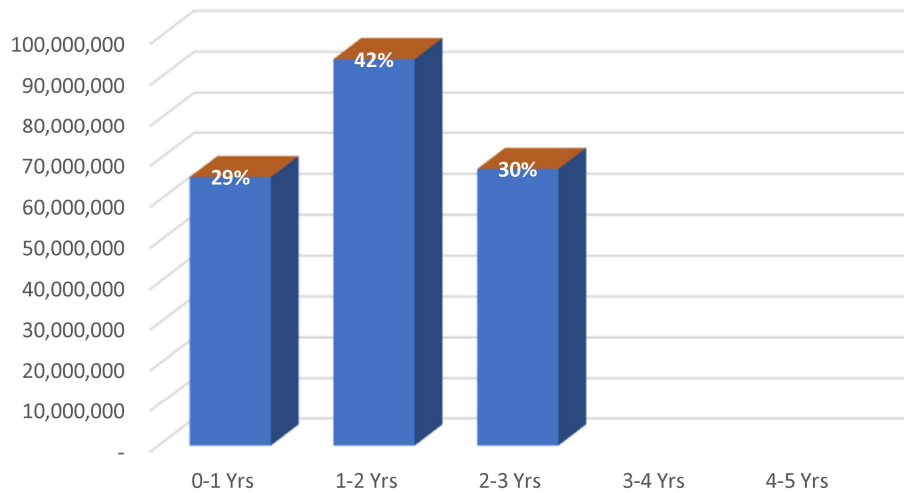
Portfolio Characteristics

Total Market Value	\$228,417,354
Effective Rate of Return	1.53%
Average Days to Maturity	566

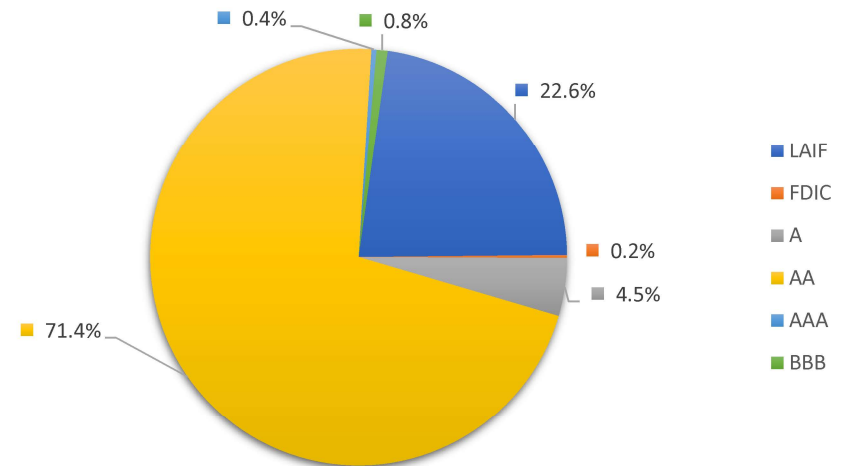
Sector Allocation



Maturity Distribution



Assigned Credit Ratings of Investments





CITY OF PLEASANTON
Portfolio Management
Portfolio Summary
February 29, 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	46	2.110	2.139
LAIF	52,000,000.00	51,664,242.81	52,000,000.00	21.45	1	1	4.066	4.122
Medium Term Notes	26,970,000.00	25,830,316.30	27,513,515.08	11.35	1,801	473	1.573	1.594
Federal Agency Issues - Coupon	3,000,000.00	2,745,600.00	2,995,657.09	1.24	1,825	1,025	1.262	1.280
Federal Agency Issues - Callable	158,630,000.00	146,772,778.00	158,420,440.80	65.35	1,822	760	0.903	0.916
Supranationals	1,000,000.00	913,210.00	980,200.00	0.40	1,704	727	0.922	0.935
	242,091,206.57	228,417,353.68	242,401,019.54	100.00%	1,426	566	1.665	1.688
Investments								

Total Earnings	February 29 Month Ending	Fiscal Year To Date
Current Year	337,798.90	2,350,935.57
Average Daily Balance	243,504,467.82	230,473,129.00
Effective Rate of Return	1.75%	1.53%

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.

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4/3/2024

SUSAN HSIEH, DIRECTOR OF FINANCE

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
February 29, 2024

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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	51	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	41	04/11/2024
Subtotal and Average			491,206.57		491,206.57	491,206.57	491,206.57		2.110	2.139	46	
LAIF												
SYS5	5	LOCAL AGENCY INVESTMENT FUND			52,000,000.00	51,664,242.81	52,000,000.00	4.122	4.066	4.122	1	
Subtotal and Average			53,103,448.28		52,000,000.00	51,664,242.81	52,000,000.00		4.066	4.122	1	
Medium Term Notes												
88579YBH3	6053	3M Company		02/14/2020	2,000,000.00	1,932,040.00	2,016,869.48	2.000	1.798	1.823	350	02/14/2025
037833CU2	6045	Apple Inc.		05/03/2019	2,000,000.00	1,989,140.00	2,009,000.00	2.850	2.716	2.753	71	05/11/2024
037833DM9	6048	Apple Inc.		01/07/2020	1,040,000.00	1,021,633.60	1,040,000.00	1.800	1.775	1.800	194	09/11/2024
037833DF4	6049	Apple Inc.		01/13/2020	1,000,000.00	979,140.00	1,037,212.20	2.750	1.938	1.965	318	01/13/2025
037833EB2	6065	Apple Inc.		02/08/2021	2,000,000.00	1,848,600.00	1,996,860.00	0.700	0.722	0.732	709	02/08/2026
037833BY5	6066	Apple Inc.		02/23/2021	3,000,000.00	2,910,570.00	3,331,380.00	3.250	0.967	0.981	724	02/23/2026
46632FSCO	6068	JPMorgan Chase Bank NA		06/22/2021	3,000,000.00	2,683,680.00	3,000,000.00	1.100	1.085	1.100	843	06/22/2026
69371RQ25	6062	PACCAR FINANCIAL CORP		03/31/2020	1,330,000.00	1,310,036.70	1,294,196.40	2.150	2.770	2.808	167	08/15/2024
89236TGL3	6046	Toyota Motor Credit Corp		10/24/2019	1,600,000.00	1,567,136.00	1,599,984.00	2.000	1.973	2.000	220	10/07/2024
89236THW8	6067	Toyota Motor Credit Corp		03/09/2021	3,000,000.00	2,782,170.00	2,959,140.00	0.800	1.075	1.090	679	01/09/2026
89788JAA7	6058	Truist Bank		03/13/2020	2,000,000.00	1,921,600.00	1,969,486.00	1.500	1.796	1.821	374	03/10/2025
30231GAF9	6056	EXXON MOBIL CORPORATION		03/11/2020	3,000,000.00	2,929,410.00	3,145,587.00	2.709	1.667	1.690	370	03/06/2025
30231GBH4	6064	EXXON MOBIL CORPORATION		04/20/2020	2,000,000.00	1,955,160.00	2,113,800.00	2.992	1.753	1.777	383	03/19/2025
Subtotal and Average			27,513,515.08		26,970,000.00	25,830,316.30	27,513,515.08		1.573	1.594	473	
Federal Agency Issues - Coupon												
3130AQF65	3576	FEDERAL HOME LOAN BANK		12/22/2021	3,000,000.00	2,745,600.00	2,995,657.09	1.250	1.262	1.280	1,025	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,745,600.00	2,995,657.09		1.262	1.280	1,025	
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	486	06/30/2025
3133EMBJ0	4548	FEDERAL FARM CREDIT BANK		10/05/2020	3,340,000.00	3,125,371.60	3,336,660.00	0.530	0.543	0.550	577	09/29/2025
3133EMUK6	4575	FEDERAL FARM CREDIT BANK		03/25/2021	3,000,000.00	2,781,990.00	3,000,000.00	1.050	1.036	1.050	754	03/25/2026
3133EMH21	4595	FEDERAL FARM CREDIT BANK		06/24/2021	3,000,000.00	2,751,510.00	2,997,000.00	0.900	0.908	0.921	836	06/15/2026
3130AJZ36	4544	FEDERAL HOME LOAN BANK		08/27/2020	3,000,000.00	2,818,650.00	2,997,000.00	0.600	0.612	0.620	544	08/27/2025
3130AKGD2	4553	FEDERAL HOME LOAN BANK		11/25/2020	3,000,000.00	2,786,970.00	2,996,250.00	0.570	0.587	0.595	634	11/25/2025

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CITY OF PLEASANTON
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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												
3130AKQ74	4555	FEDERAL HOME LOAN BANK		01/22/2021	3,000,000.00	2,777,010.00	3,000,000.00	0.625	0.616	0.625	692	01/22/2026
3130AKRN8	4557	FEDERAL HOME LOAN BANK		01/28/2021	3,000,000.00	2,772,720.00	3,000,000.00	0.650	0.641	0.650	698	01/28/2026
3130AKXQ4	4558	FEDERAL HOME LOAN BANK		02/12/2021	3,000,000.00	2,768,640.00	3,000,000.00	0.600	0.109	0.110	713	02/12/2026
3130AKZ25	4559	FEDERAL HOME LOAN BANK		02/26/2021	3,000,000.00	2,768,190.00	3,000,000.00	0.650	0.641	0.650	727	02/26/2026
3130AL3S1	4560	FEDERAL HOME LOAN BANK		02/17/2021	3,000,000.00	2,770,290.00	3,000,000.00	0.625	0.616	0.625	718	02/17/2026
3130AL5X8	4561	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,771,190.00	3,000,000.00	0.650	0.641	0.650	725	02/24/2026
3130AKXJ0	4562	FEDERAL HOME LOAN BANK		02/24/2021	3,125,000.00	2,881,156.25	3,122,500.00	0.600	0.608	0.616	725	02/24/2026
3130ALCV4	4563	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,773,860.00	3,000,000.00	0.750	0.740	0.750	725	02/24/2026
3130ALDN1	4565	FEDERAL HOME LOAN BANK		03/16/2021	3,000,000.00	2,772,750.00	3,000,000.00	0.800	0.789	0.800	745	03/16/2026
3130ALGC2	4569	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,775,060.00	3,000,000.00	0.875	0.863	0.875	752	03/23/2026
3130ALMM3	4571	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,777,550.00	3,000,000.00	1.000	0.986	1.000	759	03/30/2026
3130ALGR9	4572	FEDERAL HOME LOAN BANK		03/15/2021	3,000,000.00	2,779,440.00	2,989,560.00	0.850	0.909	0.922	727	02/26/2026
3130ALGR9	4574	FEDERAL HOME LOAN BANK		03/18/2021	3,000,000.00	2,779,440.00	2,985,960.00	0.850	0.934	0.947	727	02/26/2026
3130ALGC2	4576	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,775,060.00	2,987,700.00	0.875	0.946	0.959	752	03/23/2026
3130ALGR9	4577	FEDERAL HOME LOAN BANK		03/22/2021	3,000,000.00	2,779,440.00	2,982,510.00	0.850	0.958	0.971	727	02/26/2026
3130ALNT7	4578	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,779,200.00	2,998,050.00	0.980	0.980	0.993	759	03/30/2026
3130ALGR9	4579	FEDERAL HOME LOAN BANK		03/31/2021	3,000,000.00	2,779,440.00	2,978,517.00	0.850	0.986	1.000	727	02/26/2026
3130ALUC6	4580	FEDERAL HOME LOAN BANK		04/15/2021	3,000,000.00	2,777,010.00	2,995,500.00	1.020	1.036	1.051	775	04/15/2026
3130ALMM3	4581	FEDERAL HOME LOAN BANK		04/05/2021	3,000,000.00	2,777,550.00	2,996,250.00	1.000	1.012	1.026	759	03/30/2026
3130AMCL4	4585	FEDERAL HOME LOAN BANK		05/20/2021	2,795,000.00	2,577,521.05	2,795,000.00	1.020	1.006	1.020	809	05/19/2026
3130AMH62	4587	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,763,300.00	2,998,500.00	1.000	0.996	1.010	816	05/26/2026
3130AMGW6	4588	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,762,040.00	2,998,950.00	0.980	0.974	0.987	816	05/26/2026
3130AMHB1	4590	FEDERAL HOME LOAN BANK		06/02/2021	2,750,000.00	2,525,820.00	2,746,562.50	0.875	0.888	0.901	816	05/26/2026
3130AMH62	4591	FEDERAL HOME LOAN BANK		06/02/2021	1,500,000.00	1,381,650.00	1,500,000.00	1.000	0.986	1.000	816	05/26/2026
3130AMSL7	4592	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,756,070.00	3,000,000.00	1.030	1.016	1.030	851	06/30/2026
3130AMYA4	4594	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,761,170.00	3,000,000.00	1.070	1.055	1.070	851	06/30/2026
3130AN2Q2	4596	FEDERAL HOME LOAN BANK		06/30/2021	1,500,000.00	1,377,045.00	1,500,000.00	1.000	0.986	1.000	851	06/30/2026
3130AMWK4	4597	FEDERAL HOME LOAN BANK		07/14/2021	3,000,000.00	2,751,510.00	2,999,250.00	1.020	1.011	1.025	865	07/14/2026
3130AP2P9	4598	FEDERAL HOME LOAN BANK		09/30/2021	3,000,000.00	2,722,980.00	2,983,500.00	0.920	1.019	1.033	943	09/30/2026
3130APC94	4599	FEDERAL HOME LOAN BANK		10/14/2021	3,000,000.00	2,730,480.00	2,997,750.00	1.070	1.071	1.085	957	10/14/2026
3130APU78	4600	FEDERAL HOME LOAN BANK		12/09/2021	530,000.00	483,322.90	526,947.20	1.300	1.401	1.421	998	11/24/2026
3130APUR4	4601	FEDERAL HOME LOAN BANK		12/09/2021	1,840,000.00	1,677,951.20	1,829,401.60	1.300	1.401	1.421	998	11/24/2026
3130APVC6	4602	FEDERAL HOME LOAN BANK		12/09/2021	3,000,000.00	2,740,560.00	2,988,000.00	1.375	1.439	1.459	1,005	12/01/2026
3130AQEC3	4603	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,733,090.00	3,000,000.00	1.370	1.351	1.370	1,034	12/30/2026
3130AQEF6	4604	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,733,480.00	2,998,500.00	1.375	1.366	1.385	1,034	12/30/2026
3130AQG80	4605	FEDERAL HOME LOAN BANK		01/03/2022	3,000,000.00	2,737,470.00	2,999,250.00	1.420	1.406	1.425	1,033	12/29/2026

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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												
3130AQG80	4606	FEDERAL HOME LOAN BANK		01/10/2022	3,000,000.00	2,737,470.00	2,982,750.00	1.420	1.519	1.541	1,033	12/29/2026
3130AQLD3	4607	FEDERAL HOME LOAN BANK		02/08/2022	3,000,000.00	2,763,780.00	2,975,010.00	1.750	1.900	1.926	1,063	01/28/2027
3130AQW66	4608	FEDERAL HOME LOAN BANK		03/08/2022	3,000,000.00	2,790,810.00	2,995,500.00	2.080	2.083	2.112	1,091	02/25/2027
3134GVZ68	4535	FREDDIE MAC		06/23/2020	3,000,000.00	2,842,530.00	2,998,950.00	0.700	0.697	0.707	479	06/23/2025
3134GWA55	4545	FREDDIE MAC		09/09/2020	3,000,000.00	2,817,960.00	2,998,950.00	0.650	0.648	0.657	557	09/09/2025
3134GWW93	4547	FREDDIE MAC		09/30/2020	3,000,000.00	2,806,740.00	3,000,000.00	0.550	0.542	0.550	578	09/30/2025
3134GWWT9	4549	FREDDIE MAC		10/07/2020	3,000,000.00	2,806,740.00	2,997,600.00	0.550	0.559	0.566	578	09/30/2025
3134GW3F1	4550	FREDDIE MAC		10/28/2020	3,000,000.00	2,799,990.00	3,000,000.00	0.600	0.592	0.600	606	10/28/2025
3134GXDM3	4554	FREDDIE MAC		12/01/2020	3,000,000.00	2,790,420.00	3,000,000.00	0.620	0.612	0.620	640	12/01/2025
3136G4YH0	4538	FEDERAL NATIONAL MORTGAGE ASSN		07/14/2020	3,250,000.00	3,073,980.00	3,248,862.50	0.700	0.697	0.707	500	07/14/2025
3136G4A45	4541	FEDERAL NATIONAL MORTGAGE ASSN		07/22/2020	3,000,000.00	2,835,210.00	3,000,000.00	0.710	0.700	0.710	508	07/22/2025
3135GA3W9	4552	FEDERAL NATIONAL MORTGAGE ASSN		11/25/2020	3,000,000.00	2,783,280.00	3,000,000.00	0.600	0.592	0.600	634	11/25/2025
3135G06R9	4556	FEDERAL NATIONAL MORTGAGE ASSN		01/28/2021	3,000,000.00	2,771,340.00	3,000,000.00	0.550	0.542	0.550	698	01/28/2026
Subtotal and Average			158,420,440.80		158,630,000.00	146,772,778.00	158,420,440.80		0.903	0.916	760	
Supranationals												
45950VPS9	7000	International Finance Corp		06/28/2021	1,000,000.00	913,210.00	980,200.00	0.500	0.922	0.935	727	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	913,210.00	980,200.00		0.922	0.935	727	
Total and Average			243,504,467.82		242,091,206.57	228,417,353.68	242,401,019.54		1.665	1.688	566	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Certificates of Deposit - Bank													
SYS 1093	1093	FREMON		04/21/2023	230,000.00	230,000.00	230,000.00	4.000	51	4.000	7,939.73	0.00	04/21/2024
UBB1091	1091	VCB		04/11/2022	261,206.57	261,206.57	261,206.57	0.500	41	0.500	2,468.94	0.00	04/11/2024
Subtotal and Average			491,206.57		491,206.57	491,206.57	491,206.57	2.139	46	2.139	10,408.67	0.00	
LAIF													
SYS5	5	LAIF			52,000,000.00	51,664,242.81	52,000,000.00	4.122	1	4.122	328,830.24	-335,757.19	
Subtotal and Average			53,103,448.28		52,000,000.00	51,664,242.81	52,000,000.00	4.122	1	4.122	328,830.24	-335,757.19	
Medium Term Notes													
88579YBH3	6053	3M		02/14/2020	2,000,000.00	1,932,040.00	2,016,869.48	2.000	350	1.822	1,888.89	-84,829.48	02/14/2025
037833CU2	6045	APPL		05/03/2019	2,000,000.00	1,989,140.00	2,009,000.00	2.850	71	2.753	17,416.67	-19,860.00	05/11/2024
037833DM9	6048	APPL		01/07/2020	1,040,000.00	1,021,633.60	1,040,000.00	1.800	194	1.799	8,840.00	-18,366.40	09/11/2024
037833DF4	6049	APPL		01/13/2020	1,000,000.00	979,140.00	1,037,212.20	2.750	318	1.964	3,666.67	-58,072.20	01/13/2025
037833EB2	6065	APPL		02/08/2021	2,000,000.00	1,848,600.00	1,996,860.00	0.700	709	0.732	894.44	-148,260.00	02/08/2026
037833BY5	6066	APPL		02/23/2021	3,000,000.00	2,910,570.00	3,331,380.00	3.250	724	0.980	2,166.67	-420,810.00	02/23/2026
46632FSCO	6068	JP		06/22/2021	3,000,000.00	2,683,680.00	3,000,000.00	1.100	843	1.100	6,325.00	-316,320.00	06/22/2026
69371RQ25	6062	PCAR		03/31/2020	1,330,000.00	1,310,036.70	1,294,196.40	2.150	167	2.808	1,270.89	15,840.30	08/15/2024
89236TGL3	6046	TOYOTA		10/24/2019	1,600,000.00	1,567,136.00	1,599,984.00	2.000	220	2.000	12,800.00	-32,848.00	10/07/2024
89236THW8	6067	TOYOTA		03/09/2021	3,000,000.00	2,782,170.00	2,959,140.00	0.800	679	1.090	3,466.66	-176,970.00	01/09/2026
89788JAA7	6058	TRU		03/13/2020	2,000,000.00	1,921,600.00	1,969,486.00	1.500	374	1.821	14,250.00	-47,886.00	03/10/2025
30231GAF9	6056	XOM		03/11/2020	3,000,000.00	2,929,410.00	3,145,587.00	2.709	370	1.689	39,506.25	-216,177.00	03/06/2025
30231GBH4	6064	XOM		04/20/2020	2,000,000.00	1,955,160.00	2,113,800.00	2.992	383	1.777	26,928.00	-158,640.00	03/19/2025
Subtotal and Average			27,513,515.08		26,970,000.00	25,830,316.30	27,513,515.08	2.041	473	1.594	139,420.14	-1,683,198.78	
Federal Agency Issues - Coupon													
3130AQF65	3576	FHLB		12/22/2021	3,000,000.00	2,745,600.00	2,995,657.09	1.250	1025	1.280	7,291.66	-250,057.09	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,745,600.00	2,995,657.09	1.250	1025	1.280	7,291.66	-250,057.09	
Federal Agency Issues - Callable													
3133ELQ49	4537	FFCB		07/06/2020	3,000,000.00	2,837,580.00	2,997,750.00	0.700	486	0.715	3,558.33	-160,170.00	06/30/2025
3133EMBJ0	4548	FFCB		10/05/2020	3,340,000.00	3,125,371.60	3,336,660.00	0.530	577	0.550	7,474.18	-211,288.40	09/29/2025
3133EMUK6	4575	FFCB		03/25/2021	3,000,000.00	2,781,990.00	3,000,000.00	1.050	754	1.050	13,650.00	-218,010.00	03/25/2026
3133EMH21	4595	FFCB		06/24/2021	3,000,000.00	2,751,510.00	2,997,000.00	0.900	836	0.920	5,700.00	-245,490.00	06/15/2026
3130AJZ36	4544	FHLB		08/27/2020	3,000,000.00	2,818,650.00	2,997,000.00	0.600	544	0.620	200.00	-178,350.00	08/27/2025
3130AKGD2	4553	FHLB		11/25/2020	3,000,000.00	2,786,970.00	2,996,250.00	0.570	634	0.595	4,560.00	-209,280.00	11/25/2025
3130AKQ74	4555	FHLB		01/22/2021	3,000,000.00	2,777,010.00	3,000,000.00	0.625	692	0.625	2,031.25	-222,990.00	01/22/2026

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Federal Agency Issues - Callable													
3130AKRN8	4557	FHLB		01/28/2021	3,000,000.00	2,772,720.00	3,000,000.00	0.650	698	0.650	1,787.50	-227,280.00	01/28/2026
3130AKXQ4	4558	FHLB		02/12/2021	3,000,000.00	2,768,640.00	3,000,000.00	0.600	713	0.110	950.00	-231,360.00	02/12/2026
3130AKZ25	4559	FHLB		02/26/2021	3,000,000.00	2,768,190.00	3,000,000.00	0.650	727	0.650	270.83	-231,810.00	02/26/2026
3130AL3S1	4560	FHLB		02/17/2021	3,000,000.00	2,770,290.00	3,000,000.00	0.625	718	0.625	729.17	-229,710.00	02/17/2026
3130AL5X8	4561	FHLB		02/24/2021	3,000,000.00	2,771,190.00	3,000,000.00	0.650	725	0.650	379.17	-228,810.00	02/24/2026
3130AKXJ0	4562	FHLB		02/24/2021	3,125,000.00	2,881,156.25	3,122,500.00	0.600	725	0.616	364.58	-241,343.75	02/24/2026
3130ALCV4	4563	FHLB		02/24/2021	3,000,000.00	2,773,860.00	3,000,000.00	0.750	725	0.750	437.50	-226,140.00	02/24/2026
3130ALDN1	4565	FHLB		03/16/2021	3,000,000.00	2,772,750.00	3,000,000.00	0.800	745	0.800	11,000.00	-227,250.00	03/16/2026
3130ALGC2	4569	FHLB		03/23/2021	3,000,000.00	2,775,060.00	3,000,000.00	0.875	752	0.875	11,520.83	-224,940.00	03/23/2026
3130ALMM3	4571	FHLB		03/30/2021	3,000,000.00	2,777,550.00	3,000,000.00	1.000	759	1.000	12,583.33	-222,450.00	03/30/2026
3130ALGR9	4572	FHLB		03/15/2021	3,000,000.00	2,779,440.00	2,989,560.00	0.850	727	0.922	354.17	-210,120.00	02/26/2026
3130ALGR9	4574	FHLB		03/18/2021	3,000,000.00	2,779,440.00	2,985,960.00	0.850	727	0.947	354.17	-206,520.00	02/26/2026
3130ALGC2	4576	FHLB		03/23/2021	3,000,000.00	2,775,060.00	2,987,700.00	0.875	752	0.959	11,520.83	-212,640.00	03/23/2026
3130ALGR9	4577	FHLB		03/22/2021	3,000,000.00	2,779,440.00	2,982,510.00	0.850	727	0.971	354.17	-203,070.00	02/26/2026
3130ALNT7	4578	FHLB		03/30/2021	3,000,000.00	2,779,200.00	2,998,050.00	0.980	759	0.993	12,331.67	-218,850.00	03/30/2026
3130ALGR9	4579	FHLB		03/31/2021	3,000,000.00	2,779,440.00	2,978,517.00	0.850	727	1.000	354.17	-199,077.00	02/26/2026
3130ALUC6	4580	FHLB		04/15/2021	3,000,000.00	2,777,010.00	2,995,500.00	1.020	775	1.050	11,560.00	-218,490.00	04/15/2026
3130ALMM3	4581	FHLB		04/05/2021	3,000,000.00	2,777,550.00	2,996,250.00	1.000	759	1.025	12,583.33	-218,700.00	03/30/2026
3130AMCL4	4585	FHLB		05/20/2021	2,795,000.00	2,577,521.05	2,795,000.00	1.020	809	1.019	8,077.55	-217,478.95	05/19/2026
3130AMH62	4587	FHLB		05/26/2021	3,000,000.00	2,763,300.00	2,998,500.00	1.000	816	1.010	7,916.67	-235,200.00	05/26/2026
3130AMGW6	4588	FHLB		05/26/2021	3,000,000.00	2,762,040.00	2,998,950.00	0.980	816	0.987	7,758.33	-236,910.00	05/26/2026
3130AMHB1	4590	FHLB		06/02/2021	2,750,000.00	2,525,820.00	2,746,562.50	0.875	816	0.900	6,349.83	-220,742.50	05/26/2026
3130AMH62	4591	FHLB		06/02/2021	1,500,000.00	1,381,650.00	1,500,000.00	1.000	816	0.999	3,958.33	-118,350.00	05/26/2026
3130AMSL7	4592	FHLB		06/30/2021	3,000,000.00	2,756,070.00	3,000,000.00	1.030	851	1.030	5,235.83	-243,930.00	06/30/2026
3130AMYA4	4594	FHLB		06/30/2021	3,000,000.00	2,761,170.00	3,000,000.00	1.070	851	1.070	5,439.17	-238,830.00	06/30/2026
3130AN2Q2	4596	FHLB		06/30/2021	1,500,000.00	1,377,045.00	1,500,000.00	1.000	851	1.000	2,541.67	-122,955.00	06/30/2026
3130AMWK4	4597	FHLB		07/14/2021	3,000,000.00	2,751,510.00	2,999,250.00	1.020	865	1.025	3,995.00	-247,740.00	07/14/2026
3130AP2P9	4598	FHLB		09/30/2021	3,000,000.00	2,722,980.00	2,983,500.00	0.920	943	1.033	11,576.67	-260,520.00	09/30/2026
3130APC94	4599	FHLB		10/14/2021	3,000,000.00	2,730,480.00	2,997,750.00	1.070	957	1.085	12,215.83	-267,270.00	10/14/2026
3130APU78	4600	FHLB		12/09/2021	530,000.00	483,322.90	526,947.20	1.300	998	1.420	1,856.47	-43,624.30	11/24/2026
3130APUR4	4601	FHLB		12/09/2021	1,840,000.00	1,677,951.20	1,829,401.60	1.300	998	1.420	6,445.11	-151,450.40	11/24/2026
3130APVC6	4602	FHLB		12/09/2021	3,000,000.00	2,740,560.00	2,988,000.00	1.375	1005	1.458	10,312.50	-247,440.00	12/01/2026
3130AQEC3	4603	FHLB		12/30/2021	3,000,000.00	2,733,090.00	3,000,000.00	1.370	1034	1.370	6,964.17	-266,910.00	12/30/2026
3130AQEF6	4604	FHLB		12/30/2021	3,000,000.00	2,733,480.00	2,998,500.00	1.375	1034	1.385	6,989.58	-265,020.00	12/30/2026
3130AQG80	4605	FHLB		01/03/2022	3,000,000.00	2,737,470.00	2,999,250.00	1.420	1033	1.425	7,336.67	-261,780.00	12/29/2026
3130AQG80	4606	FHLB		01/10/2022	3,000,000.00	2,737,470.00	2,982,750.00	1.420	1033	1.540	7,336.67	-245,280.00	12/29/2026

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Federal Agency Issues - Callable													
3130AQLD3	4607	FHLB		02/08/2022	3,000,000.00	2,763,780.00	2,975,010.00	1.750	1063	1.926	4,812.50	-211,230.00	01/28/2027
3130AQW66	4608	FHLB		03/08/2022	3,000,000.00	2,790,810.00	2,995,500.00	2.080	1091	2.111	1,040.00	-204,690.00	02/25/2027
3134GVZ68	4535	FHLMC		06/23/2020	3,000,000.00	2,842,530.00	2,998,950.00	0.700	479	0.707	3,966.67	-156,420.00	06/23/2025
3134GWA55	4545	FHLMC		09/09/2020	3,000,000.00	2,817,960.00	2,998,950.00	0.650	557	0.657	9,316.67	-180,990.00	09/09/2025
3134GWW93	4547	FHLMC		09/30/2020	3,000,000.00	2,806,740.00	3,000,000.00	0.550	578	0.550	6,920.83	-193,260.00	09/30/2025
3134GWWT9	4549	FHLMC		10/07/2020	3,000,000.00	2,806,740.00	2,997,600.00	0.550	578	0.566	6,920.83	-190,860.00	09/30/2025
3134GW3F1	4550	FHLMC		10/28/2020	3,000,000.00	2,799,990.00	3,000,000.00	0.600	606	0.600	6,150.00	-200,010.00	10/28/2025
3134GXDM3	4554	FHLMC		12/01/2020	3,000,000.00	2,790,420.00	3,000,000.00	0.620	640	0.620	4,650.00	-209,580.00	12/01/2025
3136G4YH0	4538	FNMA		07/14/2020	3,250,000.00	3,073,980.00	3,248,862.50	0.700	500	0.707	2,970.14	-174,882.50	07/14/2025
3136G4A45	4541	FNMA		07/22/2020	3,000,000.00	2,835,210.00	3,000,000.00	0.710	508	0.710	2,307.50	-164,790.00	07/22/2025
3135GA3W9	4552	FNMA		11/25/2020	3,000,000.00	2,783,280.00	3,000,000.00	0.600	634	0.600	4,800.00	-216,720.00	11/25/2025
3135G06R9	4556	FNMA		01/28/2021	3,000,000.00	2,771,340.00	3,000,000.00	0.550	698	0.550	1,512.50	-228,660.00	01/28/2026
Subtotal and Average			158,420,440.80		158,630,000.00	146,772,778.00	158,420,440.80	0.898	760	0.916	304,282.87	-11,647,662.80	
Supranationals													
45950VPS9	7000	IFC		06/28/2021	1,000,000.00	913,210.00	980,200.00	0.500	727	0.935	69.44	-66,990.00	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	913,210.00	980,200.00	0.500	727	0.935	69.44	-66,990.00	
Total and Average			243,504,467.82		242,091,206.57	228,417,353.68	242,401,019.54	1.724	566	1.688	790,303.02	-13,983,665.86	

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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	52,000,000.00	4.122			4.122				52,000,000.00	52,000,000.00
LAIF Totals			52,000,000.00				4.122			0.00	52,000,000.00	52,000,000.00
Medium Term Notes												
88579YBH3	6053	3M	2,000,000.00	2.000	02/14/2025	02/14/2020	1.823	BBB	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	Aaa		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	A	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

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CITY OF PLEASANTON
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												
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
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

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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												
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
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			242,091,206.57				1.688			0.00	242,401,019.54	242,401,019.54

CITY OF PLEASANTON
Portfolio Management
Activity By Type
February 1, 2024 through February 29, 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	4.122		0.00	4,000,000.00	
Subtotal							52,000,000.00
Fidelity - Government Fund (Monthly Summary)							
Subtotal							0.00
Medium Term Notes							
Subtotal							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	4,000,000.00	242,401,019.54

CITY OF PLEASANTON
Portfolio Management
Activity Summary
February 2023 through February 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					
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
February	2024	73	243,504,467.82	1.665	1.688	4.122	0	0	1,426	566
Average		77	235,997,673.62	1.452%	1.472%	3.410	0	1	1,483	729

CITY OF PLEASANTON
Portfolio Management
Distribution of Investments By Type
February 2023 through February 2024

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Security Type	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 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	13.2	16.8	24.9	24.5	23.6	16.1	14.7	12.4	11.1	11.1	23.6	22.7	21.5	18.2%
Fidelity - Government Fund														
MONEY MARKET (GENERAL)														
Managed Pool Accounts -4														
Passbook/Checking Accounts														
Medium Term Notes	14.5	13.9	12.7	12.3	12.4	13.2	12.7	13.1	13.3	13.3	11.4	11.2	11.4	12.7%
Bankers Acceptances														
Commercial Paper - Discount														
Federal Agency Issues - Coupon	2.2	2.1	1.2	1.2	1.2	1.3	1.3	1.4	1.4	1.4	1.2	1.2	1.2	1.4%
Federal Agency Issues - Discount														
Treasury Securities - Coupon														
Treasury Securities - Discount														
Federal Agency Issues - Callable	69.5	66.6	60.7	61.5	62.3	68.8	70.6	72.5	73.5	73.5	63.3	64.3	65.4	67.1%
Supranationals	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	0.4%
Miscellaneous Securities - Discount														

CITY OF PLEASANTON
Portfolio Management
Interest Earnings Summary
February 29, 2024

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	February 29Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	242,247.50	1,437,746.75
Plus Accrued Interest at End of Period	461,472.78	461,472.78
Less Accrued Interest at Beginning of Period	(535,351.52)	(525,527.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	168,368.76	1,373,691.70
Adjusted by Capital Gains or Losses	0.00	-17,394.64
Earnings during Periods	168,368.76	1,356,297.06
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	0.00	1,103,240.25
Plus Accrued Interest at End of Period	328,830.24	328,830.24
Less Accrued Interest at Beginning of Period	(159,400.10)	(437,431.98)
Interest Earned during Period	169,430.14	994,638.51
Total Interest Earned during Period	337,798.90	2,368,330.21
Total Capital Gains or Losses	0.00	-17,394.64
Total Earnings during Period	337,798.90	2,350,935.57

April 16, 2024
Fire

TITLE: PUBLIC HEARING: RECEIVE ANY PROTESTS AND ADOPT A RESOLUTION TO APPROVE THE 2024 WEED ABATEMENT PROGRAM AND AUTHORIZE THE ABATEMENT OF WEEDS, RUBBISH, DIRT, OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

SUMMARY

On March 5, 2024, as part of the 2024 Livermore-Pleasanton Fire Department (LPFD) Weed Abatement Program, the City Council adopted Resolution No. 2024-010 declaring that weeds, dirt, rubbish and refuse on or in front of specified properties constituted a public nuisance, ordering the abatement thereof, and setting a public hearing to hear objections to the proposed abatement. The purpose of this public hearing is for the City Council to hear and consider objections and order that the weeds be abated by a contractor.

RECOMMENDATION

Public Hearing: Receive any protests and adopt a resolution to approve the 2024 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the city of Pleasanton.

BACKGROUND

The weed abatement program, provided in Government Code Sections 39560 - 39588, establishes a mechanism for ensuring the removal of weeds, dirt, rubbish and refuse on specified properties that constitute a public nuisance. All the owners of properties included in the attached Exhibit A have been mailed a notice to abate the nuisance on their parcels.

In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. The notice included the public hearing date of April 16, 2024, and the deadline of May 31, 2024. Applicable weed abatement standards were also included depending upon which type of parcel was identified. Parcels have been categorized into three areas: agricultural, parcels within the Wildland-Urban interface, and all others falling outside these two categories.

DISCUSSION

At this hearing, the City Council is charged with considering the proposed abatement on the enumerated properties. Staff recommends the City Council overrule any objections or amend the list of properties to be abated, and order the abatement. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

After this hearing, fire inspectors will survey each parcel listed for compliance. If abatement has not occurred by May 31, 2024, a contractor will abate the weeds. If related litigation (e.g., an abatement warrant) is required, the property owners will be responsible not only for the

abatement costs, but also all related attorneys' fees, expenses, and costs. At a public hearing this summer, staff will recommend that the City Council order that any unpaid abatement costs be a special assessment and a lien imposed on the properties requiring abatement.

EQUITY AND SUSTAINABILITY

The adoption of this resolution will enable LPFD to further its commitment to creating a safe and sustainable community by mitigating the risk of fire hazards arising from vegetation growth. This step will ensure the safety of our neighborhoods and will promote a healthier and more resilient environment for all residents.

OUTREACH

After the approval of Resolution 2024-010, staff sent a written notice to property owners regarding non-compliant parcels on their property. The notice declared these parcels as a nuisance. Along with this declaration, a notice about the public hearing scheduled for April 16, 2024, was sent to the property owners, which included information about the May 31, 2024, deadline to complete the abatement. The notice consisted of details about the weed abatement standards and a list of contractors for reference.

In mid-May, staff will send a reminder notice to the parcel owners to abate their parcels. During the first two weeks of June, staff will inspect the parcels for compliance. If a parcel does not comply with the standards, a violation notice will be sent through certified mail to the owner, and a notice of intent to abate hazardous vegetation on the parcel will also be posted. Staff will re-inspect the parcel, and if the parcel still fails to comply with the vegetation standard, a final notice will be sent through certified mail.

If the parcel is still non-compliant, staff will refer the parcel to the City Contractor and will send a notice of abatement action performed, public hearing, and invoice through certified mail to the parcel owner for a public hearing set on July 16, 2024.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Strategic Plan goals of *Safeguarding Our City*, Strategy 6 - Implement high priority items from the 2022-2026 Livermore-Pleasanton Fire Department Strategic Plan.

FISCAL IMPACT

Property owners are invoiced for all work performed in addition to an administrative charge and, if related litigation is required, all attorneys' fees, expenses, and costs. Unpaid amounts become a special assessment on the property owner's tax bill. All costs involved with the Weed Abatement Program are budgeted in the professional services account.

Prepared by:

Shin Young Oh

Shin Oh, Administrative
Assistant

Submitted by:

Joseph Testa

Joseph Testa, Fire Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution

RESOLUTION NO.

RESOLUTION APPROVING THE 2024 WEED ABATEMENT PROGRAM AND AUTHORIZING THE ABATEMENT OF WEEDS, DIRT, RUBBISH OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

WHEREAS, at its meeting of March 5, 2024, Council adopted Resolution No. 2024-10 declaring as a public nuisance all weeds, dirt, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton as more particularly set forth in Exhibit "A", attached hereto; and

WHEREAS, Resolution No. 2024-10 was adopted pursuant to the provisions of Government Code Sections 39560-39588; and

WHEREAS, Resolution No. 2024-10 designated April 16, 2024, at the hour of 7:00 p.m., as the time, date and place to hear and consider objections to the abatement and removal of weeds, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton; and

WHEREAS, the Livermore-Pleasanton Fire Department (LPFD) was charged with performing the duties imposed by Government Code Sections 39560-39588, and LPFD did prepare notices to destroy weeds and remove rubbish and refuse; and

WHEREAS, in accordance with Government Code Section 39567.1, LPFD mailed to all persons owning property described in Exhibit A or post on the property, written notice of the proposed abatement and the public hearing; and

WHEREAS, the City Council did hold a public hearing on April 16, 2024 and no objections were presented; and

WHEREAS, abatement of the nuisance may be performed by the City or by a contractor; and

WHEREAS, before the weeds are abated by the City or a contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

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

SECTION 1. The City, or a contractor awarded the work by the City, is ordered to abate the nuisance declared by Resolution No. 2024-10 by causing the weeds, dirt, rubbish and refuse to be removed. The City, contractor, Livermore-Pleasanton Fire Department (LPFD) Fire Inspector, and Fire Inspector's designee may enter upon private property to abate the nuisance. Before the weeds are abated by the City or contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

SECTION 2. LPFD shall keep an account of the abatement cost for each parcel on which work is done and shall submit to the City Council for consideration, hearing objections, modification, and confirmation, an itemized written report showing the cost pursuant to Government Code Section 39574.

SECTION 3. The weed abatement costs, including an administrative charge, and if related litigation is required, all attorneys' fees, expenses, and costs, shall be the responsibility of the property owner of the parcel of land where the work was done.

SECTION 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

	Parcel Number	Situs Address	Owner Name(s)
1	094 -0114-013-00	St John St	W P CO
2	094 -0114-014-00	St John St	W P CO
3	094 -0114-015-00	St John St	W P CO
4	094 -0120-011-02	St Marys St	W P CO
5	094 -0125-007-02	Division St	W P CO
6	094 -0151-030-02	540 Division St	W P CO
7	094 -0153-001-00	418 Rose Ave	AUFDERMAUR FRANK JR TR
8	094 -0153-014-00	W Angela St	W P CO
9	094 -0154-008-00	Bernal Ave	W P CO
10	094 -0156-022-00	Old Bernal Ave	Rideli LLC
11	094 -0157-016-00	Bernal Ave	W P CO
12	094 -0157-023-00	Bernal Ave	W P Co 843-1-21A-26
13	941 -1201-052-02	5600 Stoneridge Mall Rd	Kaiser Foundation Health Plan Inc
14	941 -1201-052-03	5600 Stoneridge Mall Rd	Kaiser Foundation Health Plan Inc
15	941 -1302-002-07	Denker Dr	Alameda County Flood Control
16	941 -1580-044-00	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
17	941 -1580-045-02	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
18	941 -1580-046-00	10890 Dublin Canyon Rd	Maktab Tarighe Oveyssi Shah Maghsoudi
19	941 -1700-005-03	11301 Dublin Canyon Rd	LEWIS DONALD C SR TR ETAL
20	941 -1700-014-02	Dublin Canyon Rd	Preserve Community Association
21	941 -1700-016-04	Laurel Creek Dr	Preserve Community Association
22	941 -1700-018-02	Foothill Rd	Laurel Creek Associates LLC
23	941 -1700-019-02	Foothill Rd	Laurel Creek Associates LLC
24	941 -1700-026-00	Blessing Dr	Laurel Creek Associates LLC
25	941 -1700-028-01	Blessing Dr	Laurel Creek Associates LLC
26	941 -1710-008-00	Dublin Canyon Rd	Aif Holding Co
27	941 -1710-010-01	11991 Dublin Canyon Rd	Hana Yoon Corporation
28	941 -1713-019-06	Laurel Creek Dr	Preserve Community Association
29	941 -1802-015-00	5552 Legendary Ct	LAU FENG Y & CHUEN
30	941 -2100-006-00	4100 Foothill Rd	BAMCG BRIDGE PARTNER LP
31	941 -2101-001-00	Equus Ct	1400 FOOTHILL LLC
32	941 -2101-002-00	Equus Ct	1400 FOOTHILL LLC
33	941 -2101-003-00	Equus Ct	1400 FOOTHILL LLC
34	941 -2101-004-00	Equus Ct	1400 FOOTHILL LLC
35	941 -2101-005-00	Equus Ct	1400 FOOTHILL LLC
36	941 -2101-006-00	Equus Ct	1400 FOOTHILL LLC
37	941 -2101-007-00	Foothill Rd	1400 FOOTHILL LLC
38	941 -2101-008-00	Foothill Rd	1400 FOOTHILL LLC
39	941 -2101-009-00	Foothill Rd	1400 FOOTHILL LLC
40	941 -2761-003-00	4300 Hacienda Dr	BOEHRINGER MANNHEIM CORPORATION
41	941 -2778-012-00	4747 Willow Rd	Shaq De Qrs 15 75 Inc
42	941 -2786-110-00	Montalvo Ct	GOLD CREEK OF PLEASANTON HOMEOWNERS ASSOCIATION
43	941 -2819-006-00	11393 Dublin Canyon Rd	Kolb Ranch Estates Homeowners Association
44	941 -2819-008-00	11933 Dublin Canyon Rd	YOON DANIEL B & JEENEE S TRS
45	941 -2819-009-00	5979 Kolb Ranch Dr	STROM CAROL G TR
46	941 -2820-002-00	11393 Dublin Canyon Rd	Kolb Ranch Estates Homeowners Association
47	941 -2820-009-00	6063 Kolb Ranch Dr	PERLEGOS PETE C & ARCHIE G ETAL

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

48	941 -2820-010-00	6016 Kolb Ranch Dr	SINGH GAURAVJIT & CONNIE T TRS
49	941 -2820-015-02	5967 Kolb Ranch Dr	Lovely Lands LLC
50	946 -1100-012-00	3640 Old Santa Rita Rd	ROSE WILLIAM A & ALLEY LAUREN J
51	946 -1101-009-02	Santa Rita Rd	Alameda County Flood Control
52	946 -1146-042-00	Martin Ave	UNGER MARK TR
53	946 -1146-051-00	Martin Ave	UNGER MARK TR
54	946 -1146-052-00	Martin Ave	UNGER MARK TR
55	946 -1146-054-00	Martin Ave	UNGER MARK TR
56	946 -1250-025-03	Mohr Ave	W P Co 843-1-21A-31
57	946 -1250-025-04	Mohr Ave	W P Co 843-1-21A-32
58	946 -1250-026-03	Stanley Blvd	S P CO 872-1-97E-POR 16
59	946 -1250-028-03	Bernal Ave	W P Co 843-1-21A-28
60	946 -1250-028-04	Bernal Ave	W P Co 841-1-21A-30
61	946 -1250-028-05	Bernal Ave	W P Co 841-1-21A-27
62	946 -1250-028-06	Bernal Ave	W P CO 841-1-21A-29
63	946 -1250-030-01	Bernal Ave	W P CO
64	946 -1250-030-02	Bernal Ave	W P CO
65	946 -1251-007-04	3300 Busch Rd	SQUARE MILE PLEASANTON LLC Attn: Mathew Drummond
66	946 -1251-025-01	Stanley Blvd	S P CO 872-1-97E-POR 18
67	946 -1251-025-02	Stanley Blvd	S P CO 872-1-97E-POR 18
68	946 -1251-029-00	3100 Valley	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
69	946 -1350-015-07	1 Brozosky Hill Ln	REDDY VIJAYALAKSHMI M
70	946 -1350-015-19	1666 Frog Hill Ln/Vineyard	ROBERTS FORD G & MARY L TRS
71	946 -1680-005-00	4005 First St	Jess C Spencer Mortuary Inc
72	946 -2528-006-06	3574 Vineyard Ave	Church of Latter Day Saints Corp Presiding Bishop
73	946 -2550-014-01	3999 Bernal Ave	Roman Catholic Welfare Corporation of Oakland
74	946 -3370-018-00	Santa Rita Rd	W P CO
75	946 -3945-006-00	2188 Foothill Rd	One Odevelopment LLC
76	946 -3945-014-00	Golden Eagle Way	GOLDEN EAGLE ESTATES HOMEOWNERS ASSOCIATION
77	946 -3945-015-00	Golden Eagle Way	Golden Eagle Estates Homeowners Association
78	946 -3946-013-00	8999 Longview Dr	BOATRIGHT JOSEPH E & GLORIA B ETAL
79	946 -4050-076-00	1913 Buckeye Ct	ALOMARI AHMED & GARDI LANA TRS
80	946 -4440-017-00	7882 Foothill Rd	ROBINSON TONI L TR
81	946 -4542-022-01	3595 Utah St	CHUNG HENRY W & OLIVIA Y
82	946 -4542-044-01	Bernal Ave	Alameda County Flood Control
83	946 -4547-214-00	1039 Serpentine Ln	Common Area of PM 7121 206 thru 213
84	946 -4550-003-03	4001 Stoneridge Dr	Roman Catholic Bishop Of Oakland
85	946 -4550-017-04	Oakland Ave	Roman Catholic Bishop Of Oakland
86	946 -4559-034-00	Tokay Ct	VINTAGE HILLS II PLANNED DEV HOMEOWNERS ASSOC
87	946 -4567-009-03	23 Grey Eagle Ct	HUMPHREY MALCOLM J & DAWN M TRS
88	946 -4567-012-03	28 Grey Eagle Ct	GROVE ROBERT E & PAMELA R TRS
89	946 -4567-013-01	6 Red Feather Ct	WU FRANK & MENG PRISCILLA TRS
90	946 -4567-014-00	4 Red Feather Ct	RAYMER LAURA TR
91	946 -4567-015-00	1 Red Feather Ct	MCFALL ERIN C & LISA G
92	946 -4574-002-00	Trenery Dr	SRIRAMA RAMPRASAD & ANAND BHAVNA
93	946 -4574-005-00	3747 Trenery Dr	HOANG LY T TR
94	946 -4574-011-02	3727 Mohr Ave	JENNARO JERALD J
95	946 -4580-014-00	2834 Victoria Ridge Ct	KAMDAR TAROON C & RADHA T TRS

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

96	946 -4598-019-00	1465 Vineyard Ave	Lonestar California Inc
97	946 -4599-004-01	27 Grey Eagle Ct	GODIL ASIF A & BUSHRA A TRS
98	946 -4600-001-00	2546 Vineyard Ave	Vineyard Hill Pleasanton Homeowners Association c/o Howe Management
99	946 -4600-002-00	2546 Vineyard Ave	Vineyard Hill Pleasanton Homeowners Association c/o Howe Management
100	946 -4600-018-00	2519 Jolene Ct	Pleasanton Garbage Service Inc
101	946 -4600-030-00	865 Clara Ln	JAIN RAKESH & TRIPTI R TRS
102	946 -4603-007-00	2720 Crellin Rd	BERATLIS CHRISTOPHER T
103	946 -4603-008-00	2708 Crellin Rd	BERATLIS CHRISTOPHER T
104	946 -4603-009-00	2999 Cresta Blanca Dr	BERATLIS CHRISTOPHER T
105	946 -4603-012-00	23 Beratlis Pl	BERATLIS CHRISTOPHER T
106	946 -4603-013-00	31 Beratlis Pl	BERATLIS CHRISTOPHER T
107	946 -4603-014-00	39 Beratlis Pl	BERATLIS CHRISTOPHER T
108	946 -4603-015-00	47 Beratlis Pl	BERATLIS CHRISTOPHER T
109	946 -4603-016-00	55 Beratlis Pl	BERATLIS CHRISTOPHER T
110	946 -4603-017-00	63 Beratlis Pl	BERATLIS CHRISTOPHER T
111	946 -4603-019-00	19 Beratlis Pl	BERATLIS CHRISTOPHER T
112	946 -4603-020-00	24 Beratlis Pl	BERATLIS CHRISTOPHER T
113	946 -4603-021-00	16 Beratlis Pl	BERATLIS CHRISTOPHER T
114	946 -4606-001-00	2500 Vineyard Ave	Pleasanton Garbage Service Inc
115	946 -4606-003-00	750 Pietronave Ln	PROUDFOOT COLIN D & ANNEKE L TRS
116	946 -4606-004-00	2500 Vineyard Ave	HOMER DENNIS G & LINDA M TRS
117	946 -4608-007-00	2505 Yolanda Ct	WALL ERIC D & MICHELE
118	946 -4609-010-05	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association
119	946 -4609-011-00	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association
120	946 -4614-013-00	2770 Vineyard Ave	HATSUSHI KAZUO K & TAKIKO TRS
121	946 -4614-015-00	5 Hatsushi Ter	HATSUSHI TAKIKO TR
122	946 -4614-016-00	9 Hatsushi Ter	HATSUSHI TAKIKO TR
123	946 -4614-017-00	13 Hatsushi Ter	HATSUSHI TAKIKO TR
124	946 -4614-018-00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
125	946 -4617-001-00	1 Tuscany Pl	SARICH DANIEL M & BELINDA A TRS
126	946 -4618-002-00	Mataro Ct	Vintage Hills li Planned Dev HOA c/o Wilson Property Mgmnt
127	946 -4619-001-00	Vineyard Ave	Pleasanton Unified School District
128	947 -0005-004-41	6085 Sunol Blvd	Applera Corporation
129	947 -0008-012-00	Bernal Ave	W P Co 843-1-21A-Por-25
130	947 -0008-014-00	Bernal Ave	W P CO 843-1-21A-POR-25
131	947 -0012-003-00	Sterling Greens	Walnut Hills HOA c/o Community Association Management
132	948 -0002-001-08	Sunol Rd	PLEASANTON HILLS OWNERS ASSOCIATION
133	948 -0002-040-00	Monaco Dr	PLEASANTON HILLS OWNERS ASSOCIATION
134	948 -0003-025-00	Puerto Vallarta	PLEASANTON HILLS OWNERS ASSOCIATION
135	948 -0004-005-21	4558 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
136	948 -0004-006-03	4534 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
137	948 -0009-001-00	5791 Sonoma Dr	JACKSON MICHELE C TR & BRENTWOOD HOLDING CO
138	948 -0009-002-00	5779 Sonoma Dr	BENETTI FAMILY PROPERTIES
139	948 -0015-002-01	1000 Minnie St	Spotorno Alex V Family Limited Partnership
140	948 -0015-002-02	1000 Minnie St	SPOTORNO LAVERNE M TR
141	948 -0016-002-10	994 Sycamore Rd	JENSEN CARLENE TR
142	948 -0016-002-15	990 Sycamore Rd	990SYCAMOREDEVCO LLC

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

143	948 -0018-012-00	900 Roselma Pl	EMMETT ROGER A TR
144	948 -0023-001-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
145	948 -0023-002-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
146	948 -0023-003-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
147	948 -0023-028-00	5658 Sunset Creek Ct	GREWAL GURINDER K & NAVDEEP S
148	949 -0004-017-00	6644 Amber Ln	RANDERI CHETAN & VAISHALI BHAVSAR TRS
149	949 -0004-021-00	6628 Amber Ln	HILL SCOTT R & HILL LISA M TRS
150	949 -0016-006-00	1000 Minnie St	Spotorno Alex V Family Ltd Partnership
151	949 -0017-034-00	5270 Club House Dr	SINGH BHUPINDER & KUAR JYOTI TRS
152	949 -0017-037-03	6115 Club House Dr	HULE PARESH & PAWAR JAYASHREE TRS
153	949 -0017-042-00	6215 Clubhouse Dr	GEENI CHINNI K & VODNALA SRILATHA
154	949 -0017-045-00	6275 Clubhouse Dr	SAMI REALTY LLC
155	949 -0017-046-00	6295 Clubhouse Dr	BADHESHA JANG S & DENYSE T TRS
156	949 -0017-051-00	7330 Clubhouse Dr	JORDAN DENVA L TR EXEMPTION TRUST & JORDAN DE ETAL
157	949 -0019-014-00	6356 Inspiration Terrance	DBLCUP LLC
158	949 -0019-016-00	6123 Sanctuary Ln	KALIDINDI SONIE
159	950 -0003-046-03	Hearst Dr	KOTTINGER RANCH H O A INC
160	950 -0005-004-00	1364 Vineyard Ave	Foley Coleman M Jr
161	950 -0005-005-00	Vineyard Ave	SILVER BEAR
162	950 -0005-006-00	Vineyard Ave	MASLUK DIANNE A TR & MCPHERSON LYNN D TR ETAL
163	950 -0009-033-04	Hearst Dr	Kottinger Ranch Homeowners Assoc Inc
164	950 -0010-002-06	E Ruby Hill Dr	CF ARCIS IX LLC
165	950 -0027-018-00	1553 Via Di Salerno	DAI JIA
166	950 -0028-001-00	3599 Valenza Way	Ruby Hill Owners' Association c/o Peachtree C.A.S, Inc
167	950 -0028-021-00	1917 Ticino Ct	SOHAL SANTOKH S & PARAMJIT K TRS
168	950 -0029-025-00	1476 Germano Way	VELUKURU IYAPPA R & NENNURU LATHA R
169	941 -2819-005-02	11393 Dublin Canyon Rd	Vons Reit Inc
170	941 -1302-002-32	Stoneridge Dr	Alameda County Flood Control
171	941 -1801-001-00	5554 Foothill Rd	Moller Ranch Owners Association c/o Walsh Property Management
172	941 -1802-003-00	Serenity Terrace	Moller Ranch Owners Association c/o Walsh Property Management
173	941 -1802-017-00	Moller Ranch Dr	Moller Ranch Owners Association c/o Walsh Property Management
174	941 -1802-018-00	Moller Ranch Dr	Moller Ranch Owners Association c/o Walsh Property Management
175	941 -1980-015-03	5130 Foothill Rd	PODDATOORI PRATAP & ARUNA TRS
176	941 -1980-019-01	8053 Bethel Ln	BOOCK THOMAS A & LISA L
177	946 -4559-043-00	Arbor Dr	Vintage Hills li Planned Dev HOA c/o Wilson Property Mgmnt
178	946 -4585-026-00	Foothill Rd	JONES NICHOLAS L
179	946 -4585-050-00	8244 Fondray Ct	Fondray Llc
180	946 -4585-052-00	8278 Sassafras Ct	Ford John R & Ruth A TRS
181	946 -4614-019-00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
182	947 -0005-004-39	Sunol Blvd	APPLERA CORPORATION
183	947 -0005-004-40	6055 Sunol Blvd	APPLERA CORPORATION
184	948 -0003-062-05	Dolores Dr	PLEASANTON HILLS OWNERS ASSOCIATION
185	950 -0009-070-00	Smallwood St	KOTTINGER RANCH HOMEOWNERS ASSOCIATION INC
186	947 -0012-001-00	Sterling Greens Circle	Walnut Hills HOA c/o Community Association Management
187	946 -4623-014-00	W Las Positas Blvd	PACIFIC AMERICAN PROPERTIES LLC

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

188	946 -4628-001-00	1944 Three Oaks Dr	D R Horton CA2 Inc
189	946 -1251-008-10	Valley Ave	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
190	946 -1251-008-11	Valley Ave	County of Alameda
191	941 -1311-019-07	7200 Johnson Dr	COSTCO WHOLESALE CORPORATION
192	941 -2100-013-00	4100 Foothill Rd	YERRAM MAMATHA & KOVI SRINIVASA K
193	946 -4628-002-00	1944 Three Oaks Dr	D R Horton CA2 Inc
194	946 -4623-013-00	W Las Positas Blvd	ZAHERI MATHEW
195	946 -4585-027-01	8272 Sassafras Ct	JONES NICHOLAS L
196	946 -4585-045-00	Foothill Rd	JNRA LLC
197	946 -3947-023-00	Longview Ln	LONGVIEW HOMEOWNERS ASSOCIATION
198	946 -1350-036-00	83 Silver Oaks Terrace	WARE WILLIE J & MINDY L
199	946 -4602-001-02	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
200	946 -4602-002-00	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
201	941 -1002-091-00	MUIRWOOD DR	ALAMEDA COUNTY FLOOD CONTROL
202	941 -1001-080-00	Muirwood Dr	ALAMEDA COUNTY FLOOD CONTROL
203	946 -1704-010-03	327 LINDEN WAY	BHULLAR GURBIR S & SANDHU AMANDEEP K ETAL
204	946 -1710-009-00	VIRGINIA WAY	PRYOR KENT H & ALICE S TRS
205	946 -1706-001-00	Linden Way	PRYOR KENT H & ALICE S TRS
206	946 -4590-002-00	CASTLEWOOD DR	W P CO 843-1-20-14
207	946 -4590-003-00	CASTLEWOOD DR	W P CO 843-1-21A-POR-25
208	947 -0008-013-00	Bernal Ave	W P CO 843-1-21A-POR-25
209	946 -4606-005-00	2500 Vineyard Ave	NAGUIB SAMAH & WASSIM
210	946 -4606-007-00	2500 Vineyard Ave	KURAPATI RAJA & ORUGANTI SARADA
211	946 -4606-006-00	2500 VINEYARD AVE	ALLADI NAGESWARA R & VASUDHA
212	941 -2857-002-00	11300 Dublin Canyon Rd	Pleasant View Church Of Christ
213	941 -2857-001-00	11300 Dublin Canyon Rd	GREEK ORTHODOX CHURCH OF RESURRECTION
214	946 -4619-022-02	1012 Shotwell Ct	COHN GREGORY L & MARISSA A TRS
215	094 -0128-045-00	1027 Rose Ave	LITVINCHUK PAUL S & SUSAN P
216	950 -0010-011-00	2790 E Ruby Hill Dr	CF ARCIS IX LLC
217	946 -3479-004-00	1851 Rose Ave	PONDEROSA HOMES II INC
218	941 -2100-011-00	4108 Foothill Rd	AHMED IFTIKHAR M & SAADIA S TRS
219	946 -3479-001-02	1851 Rose Ave	ROSE BLOOM LLC
220	950 -0010-008-02	444 Vineyard Ave	STEALTH STREET PARTNERS
221	946 -4598-001-00	1333 Montrose Pl	BLACKLAB LLC
222	950 -0023-013-05	E Vallecitos Rd	RUBY HILL DEVELOPMENT JOINT VENTURE LP
223	950 -0010-026-04	E Ruby Hills Dr	RUBY HILL OWNERS ASSOCIATION
224	950 -0010-001-00	E Ruby Hills Dr	CF ARCIS IX LLC
225	950 -0028-006-00	Ticino Ct	RUBY HILL OWNERS ASSOCIATION
226	950 -0023-005-02	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION
227	950 -0023-006-04	Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION
228	950 -0010-003-03	E Ruby Hill Dr	CF ARCIS IX LLC
229	950 -0023-007-00	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION
230	950 -0010-013-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE
231	950 -0010-012-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE
232	950 -0022-037-00	Paladin Way	RUBY HILL OWNERS ASSOCIATION
233	950 -0021-049-03	Mercato Ct	RUBY HILL OWNERS ASSOCIATION
234	950 -0007-011-00	E Vallecitos Rd	COMMON AREA TR 6452

**City of Pleasanton Weed Abatement
2024 List of Parcels**

Exhibit A

235	950 -0029-045-00	Bandisi Pl	COMMON AREA TR 7158
236	950 -0017-080-00	Via Di Salerno	RUBY HILL OWNERS ASSOCIATION
237	950 -0023-008-00	Campinia Pl	RUBY HILL OWNERS ASSOCIATION
238	950 -0028-005-00	2280 Manzano Ct	RUBY HILL OWNERS ASSOCIATION
239	950 -0029-044-00	W Ruby Hills	COMMON AREA TR 7158
240	946 -3930-004-02	Foothill RD	LAFOUNTAIN KATHY L & OLESEN KAREN A
241	946 -3573-001-00	Golden Eagle	ALAMEDA COUNTY FLOOD CONTROL
242	946 -3572-117-00	Villa Loop	ALAMEDA COUNTY FLOOD CONTROL
243	946 -4601-001-01	798 Vineyard Ter	SONG QINGYUN & QIAO HUA TR
244	950 -0014-079-00	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION
245	950 -0014-084-01	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION
246	950 -0014-063-00	Zenato Pl	RUBY HILL OWNERS ASSOCIATION

April 16, 2024
Police

TITLE: RECEIVE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2023; INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2246 TO AMEND THE PLEASANTON POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY TO ADD EQUIPMENT TO THE POLICY'S MILITARY EQUIPMENT INVENTORY; AND ADOPT A RESOLUTION ACCEPTING THE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2023 DETERMINING THAT THE POLICE DEPARTMENT'S USE OF MILITARY EQUIPMENT IN 2023 COMPLIED WITH THE STANDARDS OF APPROVAL AND RENEWING THE MILITARY EQUIPMENT USE POLICY

SUMMARY

Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires a law enforcement agency to obtain approval from the City Council, by adoption of a military equipment use policy by ordinance, prior to funding, acquiring, or using military equipment as defined in the law. The law further states the governing body shall review the ordinance that it has adopted pursuant to this section annually and vote to renew the ordinance at a regular meeting.

RECOMMENDATION

Receive annual military equipment use report for 2023; introduce and waive first reading of an ordinance amending Ordinance No. 2246 to amend the Pleasanton Police Department's military equipment use policy to add equipment to the policy's military equipment inventory; and adopt a resolution accepting the annual military equipment use report for 2023 determining that the police department's use of military equipment in 2023 complied with the standards of approval, and renewing the military equipment use policy.

BACKGROUND

AB 481 was enacted in 2021 to create consistency for the funding, acquisition, and use of military equipment by law enforcement agencies and to increase transparency, accountability and oversight for the acquisition and use of certain equipment.

The bill requires a law enforcement agency to obtain approval of the applicable governing body (City Council) by adopting a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined. City Council approval was received and the ordinance was adopted in July 2022.

The bill also requires an annual review by the City Council to renew or disapprove the authorization of this equipment and the creation of a military equipment use policy and publish that policy on the agency's website.

The Annual Military Equipment Use Report for 2023, which includes the military equipment inventory, is attached to this report as Exhibit A of Attachment 1.

DISCUSSION

Several items deemed to be “military equipment” by AB 481 are currently used by the Pleasanton Police Department and are outlined in this report. They are a component of overall best practices for law enforcement agencies throughout the state and country, as these tools have proven effective in enhancing the safety of officers and reducing risk to members of the community.

The term “military equipment,” as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed by the bill to be “military equipment” include, but are not limited to, robotic vehicles, armored rescue vehicles, tear gas, less-than-lethal weapons such as beanbag shotguns, 40mm projectiles and noise/flash diversionary devices. Each of these tools has proven effective in mitigating risk to both the public and officers.

A proposed ordinance adding these items to the Military Equipment Use Policy’s military equipment inventory is attached to this report as Attachment 1.

The Military Equipment Use Policy and Government Code section 7072 requires the City to publish annually a military equipment report for the prior calendar year which includes:

- a. A summary of how the military equipment was used and the purpose of its use.
- b. A summary of any complaints or concerns received concerning the military equipment.
- c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- e. The quantity possessed for each type of military equipment.
- f. If the Police Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Military Equipment Use Policy and Government Code section 7072 also require that within 30 days of submitting and publicly releasing the annual military equipment report, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the Police Department’s funding, acquisition, or use of military equipment.

AB 481 further requires the governing body review the ordinance that has been adopted approving the funding, acquisition, and use of military equipment at least annually and vote on whether to renew the ordinance. A proposed resolution accepting the department’s military equipment report for 2023, determining that the department’s use of military equipment in 2023 complied with the standards of approval, and renewing the department’s military equipment use policy is included as Attachment 2.

EQUITY AND SUSTAINABILITY

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

OUTREACH

The Annual Military Equipment Use Report for 2023 was made publicly available on the police department's page of the City's website, social media, and was listed as an event on local news outlets (Pleasanton Weekly, Patch.com) on Monday, March 18, 2024. A highly publicized meeting was held on March 21, 2024, to seek community input regarding the use of this equipment. The meeting consisted of a presentation of the Annual Military Equipment Use Report for 2023 and provided those in attendance with the opportunity to discuss and ask questions regarding the report, funding, acquisition, or the use of military equipment. Community members expressed support for the department to procure its own UAV (Unmanned Aerial Vehicle) program and understood the budgetary and personnel requirements for such a program. Community members also asked why the department did not participate in the federal 1033 military surplus program considering that the equipment could be acquired at little to no cost to the City.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton strategic goal of *Safeguarding our City* Strategy 1 - Assess the City's overall emergency preparedness capabilities, resources, and tools and implement changes as needed to ensure the City is properly positioned to respond to disasters, and Strategy 5 - Implement high priority items from the 2023-2027 Pleasanton Police Department Strategic Plan.

FISCAL IMPACT

There are no anticipated fiscal impacts in this action. The future purchase of equipment will follow the City's purchasing policy and procedures.

Prepared by:



Larry Cox, Police Captain

Submitted by:



David Swing, Police Chief

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. AB 481 - Ordinance
2. AB 481 - Resolution

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING ORDINANCE NO. 2246 TO AMEND THE PLEASANTON POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY TO ADD EQUIPMENT TO THE POLICY'S MILITARY EQUIPMENT INVENTORY

WHEREAS, On July 19, 2022, the City Council adopted Ordinance No. 2238 approving the Pleasanton Police Department's Military Equipment Use Policy; and

WHEREAS, the Military Equipment Use Policy was amended on October 18, 2022 by Ordinance No. 2240 to add a Command Vehicle to the Policy's military equipment inventory; and

WHEREAS, the Military Equipment Use Policy was amended on April 18, 2023 by Ordinance No. 2246 to add additional equipment to the Policy's military equipment inventory.

WHEREAS, the City Council wishes to amend the Military Equipment Use Policy to add additional equipment to the Policy's military equipment inventory.

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

Section 1. Amendment. Ordinance No. 2246 is amended to add the equipment described in Exhibit "A" to the Military Equipment Use Policy's military equipment inventory.

Section 2. Severability. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 3. Publication. This ordinance, or a summary prepared by the City Attorney, shall be published once in a newspaper of general circulation of the City of Pleasanton within fifteen days after its adoption.

Section 4. Effective Date. This ordinance shall take effect 30 days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 16, 2024 by the following vote:

Ayes:

Noes:

Ordinance No. _____
Page 2

Absent:
Abstain:

Karla Brown, Mayor

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

Additional Military Equipment Requested:

Equipment Name: Daniel Defense model MK18 RIII Rifles (Delayed to acquire in early 2024)	
Sought: The SWAT Team is seeking 13 rifles to replace the PWS MK111 rifles.	Lifespan: Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The MK18 AR15 style firearm is unmatched in size, weight, and performance, and features the picatinny quad rail Daniel Defense provides to USSOCOM. The RIS II picatinny quad rail features a Bolt-Up System that has been rigorously tested prior to fielding by USSOCOM. The 10.3 inch Cold Hammer Forged barrel is the same length in use for the MK18 upper most commonly used for CQB operations. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.	
Purpose/Authorized Uses: The DD MK18 rifles serve the same function as patrol rifles. They allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor. The DD MK18 rifles will be issued to members of the SWAT team.	
Fiscal Impacts: The initial purchase price for the DD MK18 rifles will be \$21,108.62 for thirteen rifles in 2024. Annual maintenance costs are approximately \$150 for batteries, parts and cleaning supplies.	
Annual Maintenance: Anticipated to be \$500	
Personnel Cost: Anticipated to be approximately \$80,500. This cost reflects a year of required training for personnel assigned to the SWAT Team	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors. SWAT Team members who will be issued the DD MK18 rifles receive additional range training at least monthly.	
Other Notes: Will replace current SWAT rifle inventory	

Equipment Name: Daniel Defense model DDM4 V4S (NEW EQUIPMENT)	
Sought: The PD is seeking 6 new rifles.	Lifespan: Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The DDM4 V4S AR15 style firearm is based on a configuration that we've been providing to law enforcement as well as civilian users who demand a lightweight, durable, and dependable SBR. Built around a free-floating, Cold Hammer Forged 11.5 inch barrel, the V4 S delivers optimal maneuverability, reliability, accuracy, and terminal ballistics using a wide variety of ammunition. The 10.0 inch picatinny quad rail shields the rifle's barrel and carbine length, low profile gas block. Pairing an 11.5 inch barrel and a DDM4 Rail also ensures compatibility with a wide variety of muzzle devices and sound suppressors.	
Purpose/Authorized Uses: These rifles are intended to be deployed when officers are on foot in large crowd situations. As these rifles are short barreled and collapsible, they can be concealed for the officer to carry while patrolling on foot. These can help officers combat active threats instead of having to rely on a pistol or slinging a full sized rifle for public view.	
Fiscal Impacts: The initial purchase price for the DDM4V4S rifles will be approximately \$15,000 for 6 rifles in 2024.	
Annual Maintenance: Anticipated to be \$150	
Personnel Cost: Unknown at this time. Training officers will be required and will incur some cost.	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors.	

Equipment Name: Penn Arms 40mm Launcher anticipated to arrive in 2024.	
Sought: 2, Approved to purchase in 2023	Lifespan: Approximately 15 years
Equipment Capabilities: Launches 40mm projectiles, can be loaded with six round and with various types of projectiles.	
Manufacturer Product Description: The Model P540-1CER Launcher is a multi-shot, PUMP launcher with a six-shot capacity. It is designed to deliver less lethal munitions.	
Purpose/Authorized Uses: The 40mm launchers can be used as a less-than-lethal impact device. This is the intended use for patrol purposes by trained personnel. They can also deliver chemical agents. Use for chemical agent deployment must comply with Department Policy and are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: The initial purchases of the launchers will be approximately \$6,500.	
Annual Maintenance: None	
Personnel Cost: Unknown currently.	
Legal/Procedural Rules Governing Use: All use of force applications is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained on use of the launchers by a certified instructor.	
Other Notes: PPD will be acquiring two multi-pump launchers. The launchers will be utilized as a less lethal device and stored in the patrol supervisor vehicles. They will only be loaded with impact less lethal rounds. Launchers will be painted orange to identify them as less lethal devices.	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON (1) ACCEPTING THE ANNUAL MILITARY EQUIPMENT REPORT FOR 2023; (2) DETERMINING THAT THE PLEASANTON POLICE DEPARTMENT'S USE OF MILITARY EQUIPMENT IN 2023 COMPLIED WITH THE STANDARDS OF APPROVAL; AND (3) RENEWING THE MILITARY EQUIPMENT USE POLICY

WHEREAS, on July 19, 2022, the City Council adopted Ordinance No. 2238 approving the Pleasanton Police Department's Military Equipment Use Policy; and

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 23-1378, accepting the Pleasanton Police Department's Annual Military Equipment Use Report for 2022.

WHEREAS, the Military Equipment Use Policy and Government Code section 7072 require the City to publish annually a military equipment report for the prior calendar year which includes: (1) a summary of how the military equipment was used and the purpose of its use; (2) a summary of any complaints or concerns received concerning the military equipment; (3) the results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response; (4) the total annual cost of each type of military equipment, including acquisition, personnel, training, transportation, maintenance storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report; (5) the quantity possessed for each type of military equipment; and (6) if the Police Department intends to acquire additional military equipment in the next year, the quantity sought for each type of equipment; and

WHEREAS, the Military Equipment Use Policy and Government Code section 7072 also require that within 30 days of submitting and publicly releasing the annual military equipment report, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Police Department's funding, acquisition, or use of military equipment; and

WHEREAS, on March 18, 2024, the Police Department posted the Annual Military Equipment Use Report for 2023 on its website, social media, and was listed as a public event on local news outlets; and

WHEREAS, on March 21, 2024, the Pleasanton Police Department held a well-publicized and conveniently located community engagement meeting, at which the public was given an opportunity to discuss and ask questions regarding the Annual Military Equipment Use Report for 2023 and the Police Department's funding, acquisition, or use of military equipment.

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

SECTION 1. The City Council accepts the Annual Military Equipment Use Report for 2023, attached as Exhibit A.

SECTION 2. Based on the Annual Military Equipment Use Report for 2023, the City Council determines that each type of military equipment identified in the Report has complied with the following standards:

A. The military equipment identified in the Military Equipment Use Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

B. The Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and

C. The equipment described in the Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

D. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior users did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. The City Council renews the Military Equipment Use Policy.

SECTION 4. City Clerk shall certify the passage of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on April 16, 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

Military Equipment Use Report for 2023

MILITARY EQUIPMENT USE

REPORT 2023



1

PLEASANTON POLICE DEPARTMENT

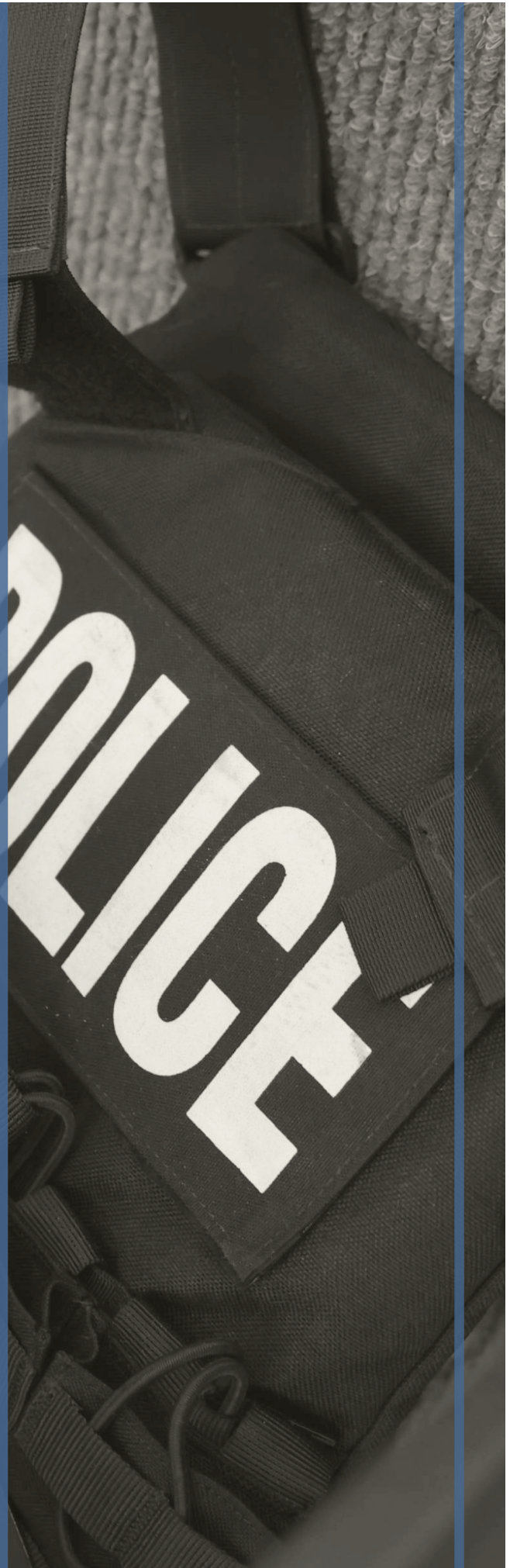




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Executive Summary

On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill 481, requiring law enforcement agencies to obtain approval from the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. The Pleasanton Police Department is required to seek City Council approval of their Military Equipment Use Policy at a regular open meeting prior to taking certain actions relating to the funding, acquisition, and use of military equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of this equipment within its jurisdiction, only if it determines that the equipment meets specified standards. The Military Equipment Use Policy is subject to City Council review to determine whether the standards set forth in Assembly Bill 481 have been met, based upon an Annual Military Equipment Use Report.

Finally, Assembly Bill 481 requires publication of the Military Equipment Use Policy and the Annual Military Equipment Use Report on the Department's website.

Assembly Bill 481

California Government Code section 7072 states the following:

- A. A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
 - a. A summary of how the military equipment was used and the purpose of its use.
 - b. A summary of any complaints or concerns received concerning the military equipment.
 - c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage,



upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

- e. The quantity possessed for each type of military equipment.
 - f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
- B. Law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

The Pleasanton Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the Department has authored the following Annual Military Equipment Use Report per annual reporting requirements outlined in California Government Code section 7072.



Introduction

The Pleasanton Police Department possesses and employs a wide variety of equipment to assist in safely achieving its mission statement, "As members of our diverse community, we selflessly serve as guardians with empathy, fairness, and respect to protect life, prevent crime and enhance the quality of life." The term "military equipment," as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed by the bill to be "military equipment" include, but are not limited to, robotic vehicles, armored rescue vehicles, tear gas, less-than-lethal weapons such as beanbag shotguns, 40mm projectiles and noise/flash diversionary devices. Each of these tools has proven effective in mitigating risk to both the public and officers. The equipment discussed in this annual report is a component of overall best practices for law enforcement agencies throughout the state and country.

While the inventory of military equipment varies, the mere possession of the equipment does not warrant its use for every incident.

The police department recognizes that critical incidents are unpredictable and dynamic. Various equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted to certain instances and, in some cases, only by specific units. The use of the department's military equipment is continuously evaluated based on the totality of the circumstances, public safety, officer safety, civil rights, state law, and information available at the time of use influences the use of such equipment by department personnel.

It is incumbent upon our police department's personnel to recognize the circumstances wherein specialized equipment should be employed to enhance the safety of the public and officers and to bring a critical incident to a safe outcome. This Annual Military Equipment Use Report outlines a summary of equipment usage guidelines, inventory, fiscal impact, complaints, and reported concerns from January 1st, 2023, thru December 31st, 2023.



DEFINITIONS

Under California Assembly Bill 481, the following definitions apply only to the Pleasanton Police Department's current military equipment inventory and potential military equipment acquisitions for operational needs. For a more detailed list of "military equipment" definitions, refer to California Government Code sections 7070(c)(1) through (16).

MILITARY EQUIPMENT DEFINITIONS:

The following equipment is defined in AB 481 and an overview of it and how it is used by the Pleasanton Police Department:

"Unmanned, remotely piloted, powered aerial or ground vehicles"

The Pleasanton Police Department owns two remotely operated robots with cameras mounted on them. They are used to search buildings during high-risk searches so that suspects can be identified and located without placing officers into dangerous or confrontational situations. These tools prevent injury to officers, suspects, and the public. They are only used during authorized searches considered to be high risk.

The Pleasanton Police Department has utilized the Alameda County Explosive Ordnance Disposal (EOD) Team (colloquially called "the bomb squad") for the investigation of suspicious or potentially explosive devices. The EOD Team utilizes remotely operated robots specifically built for explosive detection and removal.

An increasingly common request by the Police Department is for the use of aerial drones operated by the Alameda County Sheriff's Office. Alameda County drones have been used on search and rescue operations, warrant service operations, and during searches for outstanding suspects of crimes. These are strictly surveillance drones and are not weaponized. When a suspect is believed to be hiding inside a building, drones can do preliminary interior searches without sending officers inside. Drones are more capable of navigating cluttered areas than ground-based robots. This dramatically increases the safety of officers and suspects by reducing the likelihood of confrontation.

"Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded."

An MRAP is a specifically designed military vehicle not utilized by the Pleasanton Police Department.

The Police Department does operate an Armored Rescue Vehicle (ARV) built specifically for use by first responders. It offers ballistic protection in emergencies where an armed encounter is likely. The ARV is used to evacuate citizens from an area where a threat from an armed suspect exists. The ARV has never been deployed or used during a crowd control event such as a protest or first amendment gathering. This is not its purpose. Because the ARV is a modified consumer vehicle, there is debate about whether it qualifies under this section. The ARV has been modified to allow a breaching ram to be mounted on its front.



"High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded."

The Police Department does not use Humvees or similar vehicles, nor does it use large trucks, as described in this section. The armored rescue vehicle (ARV) can have a breaching ram mounted to its front. This tool has proven helpful for safely opening front doors without exposing officers to danger by having them approach the door on foot. Breaching an entry point is often the most dangerous part of a high-risk entry to a structure. This breaching option results in a reduced likelihood of a confrontation during entry. It is also one of the few breaching options available for well-constructed doors on commercial or government buildings which cannot be opened with a standard ramming device.

"Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion."

The Police Department does not utilize tracked vehicles of any kind.

"Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units."

The Police Department currently does not own any dedicated command and control vehicles. We have, on many occasions, utilized the Livermore Police Department's command vehicle. The City is in contract with a vendor to procure a command vehicle, after receiving City Council approval. It will serve as a forward command post during critical incidents, natural disasters, search and rescue operations, and as an emergency backup to the Police Department's dispatch center. Many public safety agencies of similar size utilize a command vehicle for these purposes. Grant funds were the primary source of funding for this piece of equipment.

"Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision."

The Police Department does not use explosive breaching. Historically, the Police Department has used shotgun breaching techniques. The preferred breaching mechanism by the Police Department is the Kinetic Breaching Tool which uses a single round of blank ammunition to move a fixed bolt forward. No explosive energy or debris is projected into the door. All power is transferred through the bolt.

Due to the construction of doors in commercial, government, and school buildings, more than manual breaching equipment such as single-person rams and pry bars are required to gain entry to many structures rapidly.



“Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.”

The Police Department does not utilize any firearms of .50 caliber or greater.

“Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.”

The Police Department does not utilize any ammunition of .50 caliber or greater, excluding less-lethal ammunition described in a subsequent section.

“Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.”

The Police Department uses 85 rifles, defined as assault weapons, under the California Penal Code. These rifles are assigned to sworn police officers and supervisors who’ve been through a certified training course as required by the California Commission on Peace Officer Standards and Training (P.O.S.T.). Rifles can address a lethal threat at a distance with precision and penetrate most body armor. The rifles use standard law enforcement ammunition, and their use and deployment are outlined in Policy 312 of the Pleasanton Police Department Policy Manual. The Department maintains a small supply of armor-piercing ammunition for .308 bolt action rifles. These are maintained by the tactical team and reserved for cases in which piercing heavy armor (such as an armored vehicle) is required.

“Any firearm or firearm accessory that is designed to launch explosive projectiles”

The Police Department does not use any firearm designed to launch explosive projectiles.

“Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.”

The Police Department utilizes noise-flash diversionary devices known as “flashbangs” and various chemical agents (tear gas) to include a paintball-like projectile like a pepper ball. Noise-flash diversionary devices are used to cause a distraction during highly dangerous activities, such as entering a structure during warrant service. The Department follows best practices for the use, which includes deploying the devices only on the exterior of structures and when an officer can see the area where the device is being deployed.



The primary purpose of chemical agents, such as non-lethal CS gas, is to cause a barricaded suspect to exit the structure in which the suspect is barricaded. The gas irritates the eyes and throat. Deploying gas inside a structure may reduce the need to send officers into a dangerous location where a confrontation may occur. The practice is intended to minimize injury to officers and suspects. Chemical agents may be used to disperse large, unlawful assemblies, but the Police Department has never used chemical agents for this purpose.

“Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).”

The Police Department does not use any of the described devices. Taser Shockwave is a device built by Axon Technologies to deny entry to certain areas and has no law enforcement application. Microwave weapons are not in use by law enforcement. The Pleasanton Police Department or any regional agencies do not use water cannons. Long Range Acoustic Devices have applications to deliver highly audible public addresses. They are used by some law enforcement agencies but are not in use by the Pleasanton Police Department.

“The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.”

The Pleasanton Police Department possesses 40mm launch platforms which has been previously approved by City Council. The police department purchased 24 launchers in 2023 to outfit the department's marked patrol fleet. The police department has two multi-launchers arriving in 2024 to be placed in the supervisor vehicles. They may be used as less-lethal impact devices as an alternative to a higher level of force or to deploy chemical agents.

The Police Department utilizes 12-gauge beanbag rounds fired from a shotgun and the FN-303 launcher as less-lethal devices. These are intended to provide alternatives to higher levels of force when reasonable and necessary. The FN-303 functions similarly to a paintball gun and can be loaded with different ammunition, including impact, pava (pepper spray), and marking rounds. Marking rounds leave a paint stain on clothing to identify a suspect later. Today the standard less-lethal ammunition patrol officers carry are beanbag rounds and FN-303 impact rounds.

Summary of Military Equipment Usages

The City of Pleasanton is in Alameda County and has a population of approximately 80,000 people. The city is located at the junction of Interstate 580 and Interstate 680, which is referred to as the county's Tri-Valley. The police department is authorized for 118 positions, which consist of both sworn and professional staff members.



The Pleasanton Police Department's military equipment inventory is wide-ranging, and the equipment is not utilized on all calls for service. The police department recognizes that critical incidents are unpredictable and dynamic. Various military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift and peaceful resolution. The use of military equipment is restricted to use only in certain instances and, in some cases, only by specific units.

This section outlines the military equipment usage from January 1st, 2023, through December 31st, 2023. Certain items of military equipment, particularly consumables (ammunition, diversionary devices, less lethal rounds, chemical agents, etc.), are used throughout the year regularly for training to maintain proficiency. Usage in training environments is not captured in this annual report. The usage section of this report only provides data for the operational use of military equipment listed within this Annual Military Equipment Use Report.

Outreach and Community Engagement

The Pleasanton Police Department is devoted to collaborating with our community to build trust. As the police department continues to improve community relationships, we remain committed to being a model of excellence and a leader in the law enforcement profession. Moreover, we want to ensure our community has an insight into how their police department operates and engages with the public.

The Pleasanton Police Department utilizes many of the below listed equipment, including the armored rescue vehicle, during outreach and community events. This serves as a means of public awareness, transparency, and education and gives those in the community the ability to see our equipment, ask questions and have honest conversations about the use and need for such equipment. This helps to bring insight and awareness to the public and allows them to view the type of equipment their police department utilizes to keep the City of Pleasanton a safe place.



The following is the data for military equipment usage by category from January 1st, 2023, thru December 31st, 2023.

Military Equipment Item	Authorized Usages	Citizen Complaints	Internal Audits	Policy Violations
ARV	4	0	0	0
Mobile Command Vehicle	N/A	N/A	N/A	N/A
UAVs (Outside Agencies)	7	0	N/A	N/A
Avatar III Robot	0	0	0	0
Recon Robotics Throwbot II	0	0	0	0
Safariland Wallbanger	0	0	0	0
Colt AR-15 Rifles	0	0	0	0
PWS MK111 Rifles	0	0	0	0
Remington 870 Shotgun (Bean bag)	0	0	0	0
FN303 Less-than-lethal Launcher	0	0	0	0
Penn Arms 40mm Single Launcher	0	0	0	0
Penn Arms 37mm Multi Launcher	0	0	0	0
CTS Model 7290 (Single Flash Bang)	0	0	0	0
CTS Model 7290-9 (Nine Count Flash Bang)	0	0	0	0
Defense Technology CS Spede-Heat Grenade (Model 1072)	0	0	0	0
Defense Technology Flameless Expulsion CS Grenade (Model 2042)	0	0	0	0
Defense Technology Aerosol OC Vapor Grenade (Model 1056)	0	0	0	0
Defense Technology 40mm CS Liquid Barricade Penetrating Ferret (Model 2262)	0	0	0	0
Defense Technology 37mm CS Liquid Barricade Penetrating Ferret (Model 1162)	0	0	0	0
FN303 Pava/OC Powder Projectile	0	0	0	0
HSM Urban Copper 127 Gr .308 Winchester Ligh Armorer Penetrator Ammunition	0	0	0	0

**Armored Rescue Vehicle (ARV)**

Our ARV was utilized a total of 4 times between January 1st, 2023, thru December 31st, 2023:

Authorized usages:

- Safely address an individual who displays self-destructive, dangerous, or combative behavior.
- Safely address an armed, or potentially armed, or violent individual.
- Circumstances where a tactical advantage can be obtained.
- Situations where officers utilized de-escalation techniques.
- Safely rescue citizens and first responders during armed confrontations and violence.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 21, 2023.

Unmanned, remotely piloted, powered aerial or ground vehicles

Unmanned, remotely piloted, powered aerial or ground vehicles were utilized a total of 18 times between January 1st, 2023, thru December 31st, 2023. This includes both robots and drones.

The department does not own drones and were requested from another agency:

- Drones were utilized 7 times.
- Robots were utilized 0 times.

Authorized usages:

- Safely address an individual who displays self-destructive, dangerous, or combative behavior.
- Safely address an armed, or potentially armed, or violent individual.
- Circumstances where a tactical advantage can be obtained.
- Situations where officers utilized de-escalation techniques.
- Limited to major collision investigations.
- Search for missing persons.
- Natural disaster management.
- Crime scene photography

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2023, through December 31, 2023.



Inventory by Equipment Type

January 1st, 2023, through December 31st, 2023.

Note: The inventory of certain items of consumable military equipment (i.e., ammunition, diversionary devices, chemical agents, etc.) frequently fluctuates throughout the year due to operational usage, training usage, operational wear, and/or manufacturer recommended replacement guidelines. While the Pleasanton Police Department strives to provide accuracy in its inventory reporting, this report reflects approximations of certain consumable items of military equipment during the period listed above.



Armored Rescue Vehicle (ARV)

Equipment Name: Armored Rescue Vehicle	
Quantity Owned: 1	Lifespan: 12 years
Equipment Capabilities: Provides ballistic protection to occupants and can seat up to twelve people. It has an elevated turret platform, emergency equipment and public address system. It can be equipped with a breaching ram to open doors.	
Manufacturer Product Description: The Ballistic Armored Tactical Transport (BATT) range of armored vehicles is manufactured by Armored Group. The BATT vehicles are used by special assignment units and Special Weapons and Tactics (SWAT) units conducting law enforcement and homeland security missions. The BATT range of vehicles can transport as many as 12 to 14 officers in urban and off-road operations. The vehicles allow police and internal security forces to provide quick response to critical incidents involving firearms and violence.	
Purpose/Authorized Uses: The armored rescue vehicle (ARV) provides ballistic protection for officers to enter or evacuate community members from a dangerous area. The vehicle is not weaponized and does not have tracks. It is built on a commercially available chassis but does have the capability of mounting a breaching ram to it. It is equipped with a public address system for communication. Use of the ARV is authorized by officers when there is an elevated threat of encountering armed resistance.	
Fiscal Impacts: The initial cost of the equipment was \$166,900 in 2012 and was funded with federal grant funding through the Office of Community Oriented Policing Services. Ongoing maintenance is handled internally by the Support Services Department.	
Annual Maintenance: \$1,600.00	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: There are no legal rules governing use of the armored rescue vehicle. Procedurally, use of the vehicle will be authorized by a supervisor or incident commander when deemed necessary.	
Training Required: During initial hire and at least every two years after, officers are provided familiarity training on use of the ARV which includes driving the vehicle and a variety of functions of the equipment (emergency equipment, public address system, door locking mechanisms, etc.).	
Other Notes: The Chief of Police may authorize use at community events and city-sponsored events.	





Mobile Command Vehicle

Equipment Name: Mobile Command Vehicle	
Quantity Owned/Sought: None owned, 1 on order	Lifespan: 20 years
Equipment Capabilities: Provide a mobile command platform for special events, tactical operations, critical incidents, natural disasters, major crime scenes, search and rescue operations and to serve as an emergency secondary dispatch center. The vehicle will be equipped with computer and radio communications equipment, phone and internet access, backup power, a command area with a conference table and various workspaces to adequately serve as a forward command post for a variety of incidents.	
Manufacturer Product Description: 2022 Freightliner MT55 forward control chassis, 26,000lb GVWR with air ride suspension and hydraulic brakes, 36' total length.	
Purpose/Authorized Uses: To provide a forward command post for critical incidents, special events, search and rescue operations, major crime scenes, tactical operations and to serve as an emergency backup dispatch center.	
Fiscal Impacts: The cost of a mobile command vehicle is approximately \$794,000 with ongoing vehicle and equipment maintenance costs. Grant funds were the primary source of funding for this piece of equipment	
Annual Maintenance: TBD	
Personnel Cost: TBD	
Legal/Procedural Rules Governing Use: Procedures will be established prior to use of the vehicle. Requesting use of another agency's vehicle would require Watch Commander or Division Commander approval.	
Training Required: A formalized training program for vehicle operators will be created to include driving the vehicle, operating its components and deployment considerations.	
Other Notes: A Mobile Command Vehicle was approved, has been ordered and the PD is working with the vendor on the overall design. Below picture is the model purchased without graphics.	





Unmanned Aerial Vehicle's

Equipment Name: Unmanned Aerial Vehicles (UAV), Unmanned Aircraft System (UAS), Drone	
Quantity Owned/Sought: None owned - requested from other agencies.	Lifespan: N/A
Equipment Capabilities: The Pleasanton Police Department uses outside agencies UAV's of varying sizes and capabilities to enhance public safety. The UAV can be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to major collision investigations, search for missing persons, natural disaster management, crime scene photography, SWAT, tactical or other public safety and life-preservation missions, and in response to specific requests from local, state, or federal fire authorities for fire response and/or prevention. The UAV's are used in compliance with all federal, state, and local laws.	
Manufacturer Product Description: The UAVs are requested from other agencies such as the Alameda County Sheriff's Office. Specific models may vary, and manufacturer descriptions are not available.	
Purpose/Authorized Uses: Remotely operated, non-weaponized drones serve the purpose of assisting with interior and exterior searches. These searches may be for suspects, evidence or missing persons. They are also utilized for crime scene documentation. Personnel are authorized to request a UAV when the lawful use may increase safety to officers or would be a more efficient way of searching an area for a missing person or for the documentation of a crime scene.	
Fiscal Impacts: There is currently no cost associated to a mutual aid request for drones.	
Annual Maintenance: N/A	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: UAV operators must be licensed and follow FAA rules. All searches with drones must comply with the U.S. Constitution, state, and case law. The request for a UAV must be approved by a supervisor.	
Training Required: UAV operators must be licensed by the FAA. No Pleasanton PD personnel are trained to operate UAV's. All UAV's are operated by licensed operators provided by the agency providing mutual aid.	
Other Notes:	





Robots

Equipment Name: Robotex Avatar III Robot	
Quantity Owned/Sought: 1 owned	Lifespan: 10 years
Equipment Capabilities: A remotely operated, non-weaponized robot which can enter a dangerous area and relay video surveillance to the operator. It is equipped with two-way audio to facilitate communication.	
Manufacturer Product Description: The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to inspect dangerous situations quickly and safely, there is no longer a need to send personnel in before you've had a chance to assess the situation. The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.	
Purpose/Authorized Uses: The Avatar robot is authorized for use during interior or exterior searches deemed to be elevated in risk. The Chief of Police may authorize use at community events and city-sponsored events.	
Fiscal Impacts: The Avatar robot was purchased in 2012 for \$24,000. It occasionally requires maintenance by the manufacturer but has no recurring cost to operate.	
Annual Maintenance: None	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: There are no legal rules specific to use of the robot. Robots are only authorized to be used during lawful searches. They are generally used by trained members of the SWAT team and at the direction of a commander or supervisor.	
Training Required: No training is necessarily required for operating the robot, however generally only officers who have received familiarization training will operate it.	
Other Notes: None.	



PTZ CAMERA



Equipment Name: Recon Robotics Throwbot 2 Robot	
Quantity Owned/Sought: 1 owned	Lifespan: 7 years
Equipment Capabilities: A remotely operated, non-weaponized robot capable of being thrown into places which are difficult or unsafe to access. It is equipped with two-way audio to facilitate communications during a search.	
Manufacturer Product Description: The Throwbot 2 robot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. Designed to withstand repeated drops of up to 30 feet onto concrete, the Throwbot 2 robot can be thrown into hazardous situations in order to allow operators to quickly make informed decisions when seconds count. This micro-robot is designed to be able to crawl over a variety of terrain, clearing obstacles up to 2" tall.	
Purpose/Authorized Uses: The Throwbot robot is authorized for use during interior or exterior searches deemed to be elevated in risk. The Chief of Police may authorize use at community events and city-sponsored events.	
Fiscal Impacts: The initial purchase of the Throwbot was \$17,300 in 2018. There are no recurring expenses associated with it.	
Annual Maintenance: None	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: There are no legal rules specific to use of the robot. Robots are only authorized to be used during lawful searches. They are generally used by trained members of the SWAT team and at the direction of a commander or supervisor.	
Training Required: No training is necessarily required for operating the robot, however generally only officers who have received familiarization training will operate it.	
Other Notes: None.	





Rifles

Equipment Name: Colt AR-15 Patrol Rifles	
Quantity Owned/Sought: 73 owned	Lifespan: Approximately 15 years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The AR-15 rifle is a lightweight, magazine-fed, gas-operated semi-automatic rifle modeled after the famous military classic M4 Rifle.	
Purpose/Authorized Uses: Patrol rifles allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor.	
Fiscal Impacts: The initial purchase price for the AR-15 rifles is estimated at approximately \$55,689. Purchasing records are not maintained from July of 2000 when approximately 46 rifles were originally purchased. In 2004, 15 additional rifles were purchased at a cost of \$725 per rifle. In 2005, two additional rifles were purchased for \$807 per rifle and in 2014 an additional ten rifles were purchased for \$1100 per rifle. Associated maintenance costs of \$250 per year for the AR-15 rifles include replacement batteries, parts and cleaning supplies.	
Annual Maintenance: \$500 general fund	
Personnel Cost: Approximately \$53,000. This cost reflects a year of required training for personnel assigned a patrol rifle.	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment, and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors.	
Other Notes: PPD rifles have a red dot sight attached to the upper receiver, which allows for quicker target acquisition and accuracy.	





Equipment Name: Primary Weapons Systems (PWS) MK111 Rifles	
Quantity Owned/Sought: 12 owned	Lifespan: Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The PWS MK1 MOD 2-M line features the PWS long stroke piston system. While the internals remain the same as other PWS lines, the MK1 MOD 2-M offers a variety of features exclusive to this line. Starting with patent pending PicLok technology on the free float handguard, users are able to mount either Picatinny or MLOK accessories on the front of their firearm. Moving to the fully forged upper and lower receivers, the craftsmanship of this rifle can be easily recognized. Eliminating forward assist, adding a flared mag well and built-in trigger guard, among other specific add-ons, the MK1 MOD 2-M takes high end firearms to a new level.	
Purpose/Authorized Uses: The PWS rifles serve the same function as patrol rifles. They allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor. The PWS rifles are issued to members of the SWAT team.	
Fiscal Impacts: The initial purchase price for the PWS rifles was \$18,000 for twelve rifles in 2014. Annual maintenance costs are approximately \$150 for batteries, parts and cleaning supplies.	
Annual Maintenance: \$500	
Personnel Cost: Approximately \$85,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors. SWAT Team members who are issued the PWS rifles receive additional range training at least monthly.	
Other Notes:	





Armor Penetrator Ammunition

Equipment Name: HSM Urban Copper 127 gr .308 Winchester Light Armor Penetrator Ammunition	
Quantity Owned/Sought: Up to 20 boxes owned	Lifespan: Unknown
Equipment Capabilities: This specialized ammunition is capable of accurately penetrating a variety of barriers such as glass and metal.	
Manufacturer Product Description: The 308 Light Armor Penetrator is used for disabling vehicles at checkpoints or longer ranges or engaging threats that have taken cover behind vehicles. It is used specifically to penetrate glass and vehicles.	
Purpose/Authorized Uses: This ammunition is authorized, pursuant to law and Department policy, to address lethal threats when other ammunition has proven or is expected to be incapable of penetrating a necessary barrier to reach the threat.	
Fiscal Impacts: The purchase price of this ammunition is approximately \$88.88 per box (20 rounds per box).	
Annual Maintenance: \$300, general fund	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law and Pleasanton PD Policy Section 300. This ammunition is used exclusively by SWAT Team members assigned to the long-rifle/observer team for very specific use cases where ballistic barrier penetration is required.	
Training Required: SWAT Team members authorized to use this ammunition must train and qualify with it.	
Other Notes: None.	





Shotguns and Munitions

Equipment Name: Remington Model 870 Less-Than-Lethal Shotgun	
Quantity Owned/Sought: 39 owned	Lifespan: Unknown
Equipment Capabilities: Capable of firing “less-than-lethal” 12 gauge beanbag rounds	
Manufacturer Product Description: The Model 870 is a pump-action shotgun design that has been around for more than half a century. The receiver is machined from a solid block of American steel and its pump-action makes it the smoothest, most reliable shotgun on the market.	
Purpose/Authorized Uses: The less-than-lethal shotguns provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The shotguns were originally purchased between 1988 and 2005. Financial records of these purchases are not available. In 2015, approximately \$1800 was spent to refit the shotguns with colored stocks and foregrips to better identify them as less-than-lethal devices. The current cost of a Remington shotgun is approximately \$500. Maintenance costs are approximately \$100 annually for cleaning supplies and parts. The beanbag ammunition costs approximately \$35.50 for a box of five rounds.	
Annual Maintenance: \$100, general fund	
Personnel Cost: Approximately \$21,000. This cost reflects a year of required training for personnel authorized to deploy a less lethal shotgun.	
Legal/Procedural Rules Governing Use: All use of force applications is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have been trained and have passed a qualification course on the shotguns may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: None.	





Equipment Name: CTS Super-Sock Bean Bag Impact Munitions	
Quantity Owned/Sought: Up to 500 owned	Lifespan: Unknown
Equipment Capabilities: Bean bag ammunition capable of being fired from a 12-gauge shotgun.	
Manufacturer Product Description: The Model 2581 Super-Sock is delivers unprecedented accuracy and consistent terminal impact characteristics at close-in and extended ranges, thanks to the flexible tubular material bag specially developed for this unique less than lethal round. Super-Sock is a safer and more effective round due to its accuracy and consistent transfer of kinetic energy to the target. Unlike traditional flat bags, no "unfolding" is necessary. Super-Sock is correctly deployed as soon as it exits the muzzle. No frisbee or wind surfing effects. No hitting the target folded or sideways. When deployed, super-sock presents a consistent aerodynamic shape every time, delivering consistent and predictable terminal performance. Fits cylinder and improved cylinder 12ga shotguns chambered for 2.75" & 3" cartridges.	
Purpose/Authorized Uses: The beanbag rounds provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The ammunition costs \$37.50 for a box of five rounds.	
Annual Maintenance: N/A	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have been trained and have passed a qualification course with the beanbag ammunition may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: None.	





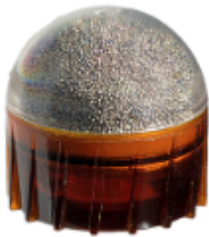
Launchers and Munitions

Equipment Name: FN 303 Less-Than-Lethal Launcher	
Quantity Owned/Sought: 25 owned	Lifespan: Unknown
Equipment Capabilities: Capable of launching .68 caliber impact, marking and pava projectiles.	
Manufacturer Product Description: The FN 303 is a less lethal technology that bridges the gap between firearms and traditional impact, chemical, and electro-muscular disruptive devices. This launcher is constructed from durable lightweight polymer with comfortable ergonomics and easy to operate safely. It is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload and the number of projectiles remaining.	
Purpose/Authorized Uses: The less-than-lethal shotguns provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The FN 303 launchers were initially purchased in 2018 at a cost of \$57,000. \$12,000 of the original purchase was made with COPS grant funding. Projectiles costs between \$865 and \$1,054 per 150 rounds. Most projectiles purchased are clear impact rounds.	
Annual Maintenance: \$300, general fund	
Personnel Cost: Approximately \$21,000. This cost reflects a year of required training for personnel authorized to deploy a less lethal shotgun.	
Legal/Procedural Rules Governing Use: All use of force applications is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have been trained and have passed a qualification course on the FN 303 launchers may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: None.	





Equipment Name: FN 303 Pava/OC Powder Projectile	
Quantity Owned/Sought: Up to 150 rounds owned	Lifespan: Approximately 5 years
Equipment Capabilities: Launched from the FN 303, they serve as both an impact round and a chemical agent (OC) delivery system.	
Manufacturer Product Description: The FN 303 Pava/OC projectile is intended as an irritant for individual suspects, point-specific targets, or small-area denial. The active ingredient is 0.5% Pava/OC in a powder form for ease of storage, deployment, and clean-up.	
Purpose/Authorized Uses: To deploy against actively resisting suspects as an impact (less-than-lethal) device when the use of chemical agents is also appropriate.	
Fiscal Impacts: Projectiles costs between \$865 and \$1,054 per 150 rounds.	
Annual Maintenance: None	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: All officers receive initial training on the FN 303 upon hire and updated training at minimum every two years.	
Other Notes: None.	



PAVA/OC Powder

This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up.



Equipment Name: Penn Arms 40mm Single Launcher	
Quantity Owned/Sought: 26 owned	Lifespan: Approximately 15 years
Equipment Capabilities: Launches a single 40mm projectile, can be loaded with various types of projectiles.	
Manufacturer Product Description: Single-shot, light weight, small, and operationally versatile less lethal munition delivery device.	
Purpose/Authorized Uses: The 40mm launchers can be used as a less-than-lethal impact device or as a chemical agent delivery system. They can deliver chemical agents from a safe distance. The launchers may only be deployed by officers who have been trained on their use. Use for chemical agent deployment must comply with Department Policy. The devices are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: Two launchers were initially purchased in 2018 for \$6,250. This cost included an initial supply of projectiles. There is no maintenance cost except for ammunition which is listed in a separate section of this document. In 2023, 24 were purchased for approximately \$30,500.	
Annual Maintenance: None	
Personnel Cost: Approximately \$28,000 for training SWAT and patrol personnel in 2023.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained on use of the launchers by a certified instructor.	





Equipment Name: CTS 4557 Impact Sponge Round (Arrived in 2023)	
Quantity Owned/Sought: Up to 500 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Can launch a sponge baton munition from 50 meters.	
Manufacturer Product Description: The 40mm sponge baton is a spin-stabilized projectile delivering blunt trauma effect with an effective range of 50 Meters. Launched from a 40mm platform, the munitions travel at a velocity of 240-260 ft./sec and weigh 105 grams.	
Purpose/Authorized Uses: It is intended to be used as a less-than-lethal option similar to a baton, bean bag shotgun, etc	
Fiscal Impacts: Munitions are to be included in the initial purchase price.	
Annual Maintenance: None	
Personnel Cost: None	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have received training from a certified instructor are authorized to use this device. The 40mm sponge baton impact munition can be used by authorized sworn personnel.	
Other Notes: None.	





Equipment Name: Defense technology 40mm Aerial Warning/Signaling Munition, 50 meters	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Can launch a munition from 50 meters away.	
Manufacturer Product Description: The 40mm Aerial Warning/Signaling Munition, 50 meters, deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. This device is similar to a flash bang with aerial capabilities.	
Purpose/Authorized Uses: It is intended to be used in situations in outdoor settings to provide a warning or distraction.	
Fiscal Impacts: \$1500 / 40 rounds purchased in 2021	
Annual Maintenance: None	
Personnel Cost: None	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have received training from a certified instructor are authorized to use this device. The 40mm sponge baton impact munition can be used by authorized sworn personnel.	
Other Notes: None.	

Similar round as the 50 meters image was not available.





Equipment Name: Penn Arms 37mm Launcher	
Quantity Owned/Sought: 2 owned	Lifespan: Approximately 15 years
Equipment Capabilities: Launches 37mm projectiles, can be loaded with six round and with various types of projectiles.	
Manufacturer Product Description: The Model L637-1 Launcher is a multi-shot, spring-advance magazine drum launcher with a six-shot capacity, 6-inch cylinder and smooth barrel. It is designed to deliver less lethal munitions.	
Purpose/Authorized Uses: The 37mm launchers can be used as a less-than-lethal impact device but are most commonly used as a chemical agent delivery system. They can deliver chemical agents from a safe distance. The launchers may only be deployed by officers who have been trained on their use. Use for chemical agent deployment must comply with Department Policy. The devices are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: The initial purchases of the launchers were in 2000 and purchase records are not available.	
Annual Maintenance: None	
Personnel Cost: N/A. The SWAT team no longer utilizes the 37mm launchers	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained on use of the launchers by a certified instructor.	
Other Notes: None.	





Distraction Devices

Equipment Name: Combined Tactical Systems Model 7290 Single Flash Bang	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Causes a noise and flash distraction.	
Manufacturer Product Description: The CTS 7290 is the standard for diversionary devices. It produces a 165-180db and 6-8 million candelas of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface, in addition, internal adjustments have greatly reduced smoke output	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension.	
Fiscal Impacts: The cost of the devices is \$51 plus tax and shipping and are ordered in cases of 12.	
Annual Maintenance: \$1,224, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use the devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	





Distraction Devices

Equipment Name: Combined Tactical Systems Model 7290M Single Flash Bang	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Causes a noise and flash distraction.	
Manufacturer Product Description: The CTS 7290M is a smaller and lighter version of the 7290 CTS flash-bang. It is 30% lighter but still has the 180db output and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface.	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension.	
Fiscal Impacts: The cost of the devices is \$51 plus tax and shipping and are ordered in cases of 12.	
Annual Maintenance: \$1,224, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use the devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	





Equipment Name: Combined Tactical Systems Model 7290-9 Nine Count Distractory Device	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Hand thrown devices deploy a series of nine consecutive distractions of sound and light.	
Manufacturer Product Description: The CTS 7290-9 is a patented multi-bang featuring top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS superior fuze components with the patented ad US Army adopted Confidence Clip and pin shroud.	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension when a sustained distraction is necessary.	
Fiscal Impacts: The devices cost \$174 each and are sold in quantities of 12.	
Annual Maintenance: \$2,088, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use the devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	





Chemical Agent and Smoke Cannisters

Equipment Name: Defense Technology CS Spede-Heat Grenade (Model 1072)	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Discharges 2.9 ounces of CS gas for 20-40 seconds.	
Manufacturer Product Description: The Spede-Heat Continuous Discharge Chemical Grenade is a high volume, continuous burn and expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. The launchable grenade is 6.12" by 2.62" and holds approximately 2.9 oz. of active agent.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost \$37 each and are sold in quantities of 12.	
Annual Maintenance: \$888, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Equipment Name: Defense Technology Flameless Expulsion CS Grenade (Model 2042)	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Deploys CS gas without outputting excessive heat.	
Manufacturer Product Description: The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnic grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5" by 1.65" and delivers approximately .16 oz. of active agent during its 3-second discharge time.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost \$51 each and are sold in quantities of 12.	
Annual Maintenance: \$1,224, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Equipment Name: Defense Technology Aerosol OC Vapor Grenade (Model 1056)	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Deploys OC (pepper spray) vapor in a mist	
Manufacturer Product Description: The OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning situation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricaded situations where use of a pyrotechnic, powder or liquid device is not practical or desired.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost \$55 each and are sold in quantities of 12.	
Annual Maintenance: \$660, general fund	
Personnel Cost: N/A. None in inventory.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Equipment Name: Defense technology CS Pocket Tactical (Model 1016)	
Quantity Owned/Sought: Up to 50 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Deploys .9 ounces of CS gas for 20-40 seconds	
Manufacturer Product Description: The CS Pocket Tactical Grenade is small and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75" by 1.4" in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost \$30 each and are sold in quantities of 12.	
Annual Maintenance: \$360, general fund	
Personnel Cost: N/A. None in inventory.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Equipment Name: Defense Technology 40mm CS Liquid Barricade Penetrating Ferret (Model 2262)	
Quantity Owned/Sought: Up to 300 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Delivers 27 grams of CS gas and can be launched from 50 yards away.	
Manufacturer Product Description: The Ferret 40mm round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices were included in the purchase of the 40mm launchers in 2018. They cost \$25 each.	
Annual Maintenance: \$1,000, general fund	
Personnel Cost: Approximately \$7,000. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Equipment Name: Defense Technology 37mm CS Liquid Barricade Penetrating Ferret (Model 1162)	
Quantity Owned/Sought: Up to 300 owned	Lifespan: Approximately 5 years
Equipment Capabilities: Delivers 8 grams of CS gas and can be launched from 50 yards away.	
Manufacturer Product Description: The Ferret 37mm CS round is a frangible projectile filled with chemical agent. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers the .16 oz. agent payload inside a structure. These munitions are 4.8" by 1.5" and travels at 650fps within an effective range of 50 yards.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost \$25 each.	
Annual Maintenance: \$600, general fund	
Personnel Cost: N/A. The SWAT team no longer utilizes 37mm munitions.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law(including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	





Additional Military Equipment Requested:

Equipment Name: Daniel Defense model MK18 RIII Rifles (Delayed to acquire in early 2024)	
Sought: The SWAT Team is seeking 13 rifles to replace the PWS MK111 rifles.	Lifespan: Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The MK18 AR15 style firearm is unmatched in size, weight, and performance, and features the picatinny quad rail Daniel Defense provides to USSOCOM. The RIS II picatinny quad rail features a Bolt-Up System that has been rigorously tested prior to fielding by USSOCOM. The 10.3 inch Cold Hammer Forged barrel is the same length in use for the MK18 upper most commonly used for CQB operations. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.	
Purpose/Authorized Uses: The DD MK18 rifles serve the same function as patrol rifles. They allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor. The DD MK18 rifles will be issued to members of the SWAT team.	
Fiscal Impacts: The initial purchase price for the DD MK18 rifles will be \$21,108.62 for thirteen rifles in 2024. Annual maintenance costs are approximately \$150 for batteries, parts and cleaning supplies.	
Annual Maintenance: Anticipated to be \$500	
Personnel Cost: Anticipated to be approximately \$80,500. This cost reflects a year of required training for personnel assigned to the SWAT Team	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors. SWAT Team members who will be issued the DD MK18 rifles receive additional range training at least monthly.	
Other Notes: Will replace current SWAT rifle inventory	





Equipment Name: Daniel Defense model DDM4 V4S (NEW EQUIPMENT)	
Sought: The PD is seeking 6 new rifles.	Lifespan: Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The DDM4 V4S AR15 style firearm is based on a configuration that we've been providing to law enforcement as well as civilian users who demand a lightweight, durable, and dependable SBR. Built around a free-floating, Cold Hammer Forged 11.5 inch barrel, the V4 S delivers optimal maneuverability, reliability, accuracy, and terminal ballistics using a wide variety of ammunition. The 10.0 inch picatinny quad rail shields the rifle's barrel and carbine length, low profile gas block. Pairing an 11.5 inch barrel and a DDM4 Rail also ensures compatibility with a wide variety of muzzle devices and sound suppressors.	
Purpose/Authorized Uses: These rifles are intended to be deployed when officers are on foot in large crowd situations. As these rifles are short barreled and collapsible, they can be concealed for the officer to carry while patrolling on foot. These can help officers combat active threats instead of having to rely on a pistol or slinging a full sized rifle for public view.	
Fiscal Impacts: The initial purchase price for the DDM4V4S rifles will be approximately \$15,000 for 6 rifles in 2024.	
Annual Maintenance: Anticipated to be \$150	
Personnel Cost: Unknown at this time. Training officers will be required and will incur some cost.	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued a rifle. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors.	





Equipment Name: Penn Arms 40mm Launcher anticipated to arrive in 2024.	
Sought: 2, Approved to purchase in 2023	Lifespan: Approximately 15 years
Equipment Capabilities: Launches 40mm projectiles, can be loaded with six round and with various types of projectiles.	
Manufacturer Product Description: The Model P540-1CER Launcher is a multi-shot, PUMP launcher with a six-shot capacity. It is designed to deliver less lethal munitions.	
Purpose/Authorized Uses: The 40mm launchers can be used as a less-than-lethal impact device. This is the intended use for patrol purposes by trained personnel. They can also deliver chemical agents. Use for chemical agent deployment must comply with Department Policy and are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: The initial purchases of the launchers will be approximately \$6,500.	
Annual Maintenance: None	
Personnel Cost: Unknown currently.	
Legal/Procedural Rules Governing Use: All use of force applications is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained on use of the launchers by a certified instructor.	
Other Notes: PPD will be acquiring two multi-pump launchers. The launchers will be utilized as a less lethal device and stored in the patrol supervisor vehicles. They will only be loaded with impact less lethal rounds. Launchers will be painted orange to identify them as less lethal devices.	





Internal Audit

The police department is committed to providing information to our community in compliance with Assembly Bill 481. Police department personnel conduct various military equipment audits to determine functionality, inventory, and verify proper personnel has assigned equipment. All military equipment, including firearms, less lethal launchers, diversionary devices/chemical agents, and specialty ammunition, were accounted for during this period.

Training Costs

The use of certain items of military equipment and related special tactics are perishable skills that require ongoing training to maintain proficiency. While the Department conducts constant training within its Personnel and Training Unit and specific specialized units (i.e., Crisis Negotiation Team, SWAT, etc.), there is significant tactical insight and an enhanced skillset to be gained by participating in external training courses. These courses provide officers with a curriculum and exercises designed to impart knowledge, skills, and enhanced capability. The courses attended by officers can vary from year to year, depending on operational needs. Funding sources for training are funded from the existing police training budget.

Storage Costs

Our current military equipment listed in this report is stored at the police department or city facilities. There are no third-party storage costs.

Conclusion

As outlined in this report, the Pleasanton Police Department utilizes various types of military equipment to protect life, prevent crime, and enhance the quality of life for all our community members. In accordance with Assembly Bill 481 the police department will be transparent regarding funding, acquisition, or use of military equipment by your police department's officials. The police department has a strong desire to have our community members participate in their local government's decision to fund, acquire, or use of this type of equipment. Moreover, when making decisions regarding how military equipment is funded, acquired, or used, the Pleasanton Police Department considers the public's welfare, safety, civil rights, and civil liberties.

Any member of the public can submit a complaint to the Pleasanton Police Department in person, telephone, email, etc.). Once the complaint is received, it will be routed for review to the Internal Affairs Unit in accordance with the Pleasanton Police Department's policy and procedures.

CITY COUNCIL AGENDA REPORT

April 16, 2024
Public Works - Engineering Division

TITLE: ACCEPT PUBLIC IMPROVEMENTS PERFORMED BY ELLA FOR THE KEN MERCER CRICKET FIELD PROJECT, CIP NO. 22795 AND A BUDGET AMENDMENT TO THE PARK CAPITAL IMPROVEMENT PROGRAM FUND.

SUMMARY

The City identified the need for a cricket field in the 2014 Parks and Recreation Master Plan. Staff researched cricket and potential field locations before ultimately funding the design and construction of a field at Ken Mercer Sports Park for the youth cricket field.

The project consisted of replacing Hardball Field B at Ken Mercer Sports Park with a 90-by-10-foot synthetic turf cricket pitch, renovated natural turf field including irrigation, sidewalk repairs and bleachers. Construction of the project took place from September to December 2023, followed by an additional three months to allow the turf to establish. The project is now complete to the satisfaction of the Director of Public Works. The total cost of the project was \$477,049. Staff recommends the City Council accept the project as complete.

RECOMMENDATION

Accept public improvements performed by ELLA for the Ken Mercer Cricket Field Project, CIP No. 22795 and a budget amendment to the Park Capital Improvement Program Fund..

1. Accept the project as complete and authorize the City Clerk to file a Notice of Completion.
2. Authorize release of the retention in the amount of \$22,381.14 to ELLA 30 days after the recordation of the Notice of Completion if no claims are filed.
3. Amend the Ken Mercer Cricket Field Project budget from \$72,951 to \$0 in the Park CIP – General Fund (Fund 221).

BACKGROUND

The 2014 Parks and Recreation Master Plan referenced cricket as one of the programs that the City should pursue to provide safe and accessible sports programs for youth. After the plan was adopted, the popularity of cricket in the Tri-Valley continued to grow. In 2017, staff began work with Cricket for Cubs, a youth cricket organization, to determine what was needed for a successful cricket field and where a field could be accommodated in Pleasanton.

After pursuing several locations and funding sources, the Parks and Recreation Commission prioritized cricket at its meeting on January 14, 2021. A significant number of Pleasanton residents attended the meeting in support. It was clear at the commission meeting that cricket was growing in popularity and that there was a local need for cricket. The City Council budgeted an initial \$250,000 for the research, design, and construction of a cricket field as CIP No. 22795 in the FY 2021/22 CIP Work Plan.

Staff researched cricket, spoke with city staff in surrounding communities and visited their cricket fields, and reviewed locations within Pleasanton that could accommodate a cricket field. On April 12, 2022, the City Council selected Ken Mercer Sports Park as the location for the City's first cricket field. Three potential locations were identified in the sports park that could accommodate the cricket field, and after discussions with the sports user groups and further public input, the City chose to replace Hardball Field B with a new cricket field.

Staff and its consultant coordinated the design of the cricket field with Cricket for Cubs and completed the construction documents in May 2023.

The City Council awarded a construction contract for the cricket field, CIP No. 22795, to ELLA for \$414,430 on July 18, 2023. The City Council also authorized the then Director of Engineering to approve and execute change orders up to the not-to-exceed amount of \$42,000.

DISCUSSION

The construction of the cricket field required significant demolition, including the removal of the backstop, infield, and amenities associated with Hardball Field B, and required substantial modification of the existing irrigation system to irrigate the natural grass that replaced the infield. Additionally, as part of the cricket field project, the City relocated the existing soccer goal storage pads closer to the soccer fields and replaced a significant amount of the concrete walking path on the south side of the park, which was cracked and in need of replacement.

Construction of the cricket field project began on September 11, 2023, and was substantially completed on December 5, 2023. The establishment period for the natural turf ended on March 4, 2024, and the cricket field ribbon-cutting ceremony took place on March 7.

Two change orders were approved for the project. The first in the amount of \$2,997 expanded the size of the relocated soccer goal storage area, and the second in the amount of \$30,196 was for additional concrete pavement removal and replacement, fencing, and sod replacement.

EQUITY AND SUSTAINABILITY

The cricket field was constructed to address an unmet demand for the sport in Pleasanton and to provide residents with another recreational opportunity. The project is the City's first cricket field.

OUTREACH

Staff conducted public outreach starting in 2021 to determine the preferred cricket field location before the City ultimately decided to locate the field within Ken Mercer Sports Park. Outreach included meetings at parks and discussions with the sports user groups; staff also posted project boards at the park and solicited feedback via an informal survey asking residents their preferred cricket field location. Additionally, staff presented the cricket field project to the Parks and Recreation Commission on March 9, 2023.

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 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 construction cost was \$447,049, including the original construction contract award of \$414,430, Change Order No.1 for \$2,997 and Change Order No. 2 for \$30,196. Design services provided by Gates + Associates totaled \$25,011. The total available funding for this project was \$550,000. The project expenditures, including design, construction, furnishings, and other miscellaneous expenses, totaled \$477,049, leaving a balance of \$72,951. Staff recommends a budget amendment to reduce the remaining budget of \$72,951 to \$0, returning the remaining balance to the funding source, Park CIP – General Fund (Fund 221), as outlined in Attachment 1.

Maintenance Costs

The cricket field replaced a baseball field, Hardball Field B, in Ken Mercer Sports Park. As a “like-for-like” improvement, the field should have a limited impact on maintenance requirements. However, staff time will be required to coordinate cricket programming and provide maintenance assistance as necessary.

All work and project close-out documentation has been completed to the satisfaction of the Director of Public Works. Staff recommends the City Council accept the project as complete.

Prepared by:



Matthew Gruber, Landscape Architect

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Funding and Expenditure Summary

KEN MERCER CRICKET FIELD
CIP NO. 22795
04/16/24

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2021-2022 CIP Allocation (Fund 221 - Park CIP)	\$250,000	
2022-2023 CIP Allocation (Fund 201 - Misc. CIP General Fund)	250,000	
2023-2024 CIP Allocation (Fund 201 - Misc. CIP General Fund)	50,000	
SUBTOTAL FUNDING TO DATE		\$550,000
<u>Project Expenditures to Date</u>		
Advertising	\$409	
Gates + Associates - Design Contract	\$25,011	
ELLA - Construction Contract	\$414,430	
ELLA - Change Orders No. 1-2	\$33,193	
Miscellaneous Expenses	\$4,006	
TOTAL PROJECT EXPENDITURES		\$477,049
<u>Funding Balance/ (Shortfall)</u>		
Current Balance - Return to Fund Balance in Park CIP (Fund 221)		\$72,951

CITY COUNCIL AGENDA REPORT

April 16, 2024

Public Works - Engineering Division

TITLE: AWARD A DESIGN PROFESSIONAL SERVICES AGREEMENT TO ENGIO INCORPORATED IN THE AMOUNT OF \$782,407 WITH AN APPROXIMATELY 5 PERCENT CONTINGENCY OF \$39,593, FOR A TOTAL COST UP TO \$822,000 FOR VARIOUS CITY SITES DAMAGED IN THE 2023 STORM EVENT, AND APPROVE BUDGET AMENDMENTS IN THE STORM DRAIN REPLACEMENT FUND

SUMMARY

The City requires engineering design services for various city sites damaged in the 2023 storm event. A Request for Proposal (RFP) was advertised in January 2024 for permanently repairing the designated damaged sites. City staff received and reviewed two proposals from responsive firms. Based on the proposal review and responses to inquiries of provided references, staff recommends the City Council award a design professional services agreement to ENGEO Incorporated in the amount of \$782,407. This contract will include the design of three projects partially funded by FEMA and two City-funded storm infrastructure improvement projects.

RECOMMENDATION

1. Approve design professional services agreement with ENGEO Incorporated in the amount of \$782,407, with an approximately 5 percent contingency of \$39,593, for a total cost up to \$822,000.
2. Authorize the City Manager to execute the attached design professional services agreement.
3. Authorize the Director of Public Works, or authorized staff, to approve and execute project amendments for the various storm CIPs to not exceed project funding with an aggregate design contingency of \$39,593 (approximately 5 percent of design contract).
4. Approve amendments to the FY 2023/24 budget in the Storm Drain Replacement Fund as follows:
 - Transfer \$159,000 from the Design and Construct Storm Drain, CIP No. 22484, to East Vineyard Detention Pond Outfall Repairs, CIP No. 24676.
 - Transfer \$168,000 from the Design and Construct Storm Drain, CIP No. 22484, to Oak Tree Farm Outfall Repairs and Channel Stabilization, CIP No. 24677.
 - Transfer \$308,000 from the Design and Construct Storm Drain, CIP No. 22484, to Augustin Bernal Trail Creek Crossing Culverts and Retaining Wall, CIP No. 24678.

BACKGROUND

Severe winter storms from December 2022 to March 2023 caused damage throughout the city. These weather events resulted in risks to the health, safety, and welfare of persons and property due to flooding, downed trees, loss of power and property damage. On January 11, 2023, the City Council adopted a resolution to ratify and confirm the Proclamation of the Existence of a Local Emergency, issued by the Director of Emergency Services / City Manager

on January 9, 2023.

City staff and on-call vendors performed work to clear debris and sediment from various damaged sites to restore a majority of the areas to pre-disaster or better conditions prior to the start of the 2024 rainy season. However, nine of the more severely damaged sites require permanent repair and mitigation. Temporary measures were put in place until permanent repairs could be designed and constructed.

DISCUSSION

City staff worked with FEMA (Federal Emergency Management Agency), the California Governor's Office of Emergency Services (Cal OES) and the City's on-call consultants to complete site damage assessments and identify the scope of work for locations requiring permanent repairs. The FEMA-approved permanent projects are anticipated to be reimbursed to the City at approximately 75 percent of the total project costs. The costs for the FEMA approved work completed within the first 60 days is anticipated to be fully recovered through FEMA and state grants, and the City is in the process of completing several of the necessary applications. It is unknown when the reimbursements from FEMA and the state will be received. Notably, the City is still collecting reimbursements for the 2017 storm events.

The following locations need permanent repairs and/or improvements to prevent future damages:

FEMA Funded Projects

East Vineyard Detention Pond Outfall Repairs, CIP No. 24676

Design and construct the replacement of the outfall and banks for the East Vineyard Detention Pond, including approximately 24 linear feet of damaged/lost 24-inch reinforced concrete pipe. The work will take place at the outfall located off of Vineyard Avenue between Manoir Lane and Safreno Way. The outfall channel bank will be stabilized to prevent further erosion and is anticipated to require mitigation work due to the work within the channel. The estimated total cost of this project is \$610,00 including the permitting, design and construction. ENGEO will perform the design and permitting support services.

Oak Tree Farm Outfall Repairs and Channel Stabilization, CIP No. 24677

The project will reconstruct the channel bank at the Oak Tree Farm storm drain outfall and includes stabilization of the banks, installation of heavy rip rap and modifications to the existing outfall structure to dissipate energy. The Oak Tree Manor storm drain collects and discharges stormwater to a nearby channel. Intense rain, surface runoff, and flow from outfall caused damage to the heavy rip rap and erosion of the channel, causing incising and bank loss. The project is near Verona Bridge, between Foothill Road and Pleasanton Sunol Road. The estimated total cost of this project is \$630,000 including the permitting, design and construction. ENGEO will perform the design and permitting support services.

Augustin Bernal Trail Creek Crossing Culverts and Retaining Wall, CIP No. 24678

The project will upgrade culvert crossings at three separate locations within Augustin Bernal Park and install a retaining wall to mitigate further loss of the Valley View trail from a landslide. The existing trail culvert crossings are undersized and heavy rain and surface water damaged and clogged the culvert headwalls and outfalls. The estimated total cost of this project is \$1.3 million including the design and construction. ENGEO will perform the design and permitting support services.

Sewer Station S-14 Electrical Improvements, CIP No. 24265

The existing sanitary sewer Lift Station S-14 was flooded during the January 2023 storm. The storm damaged the below-grade electrical gear and control panel. Under a separate on-call agreement, staff authorized Frisch Engineering, Inc. for the not-to-exceed amount of \$53,480 to provide design services to install a new above-ground grade MCC (Machine Control Center), conduit and wiring, concrete pad, and SCADA integration. The City applied for a FEMA grant for the mitigation effort to bring the lift station's MCC above ground. If approved by FEMA, up to 75 percent of the construction cost is anticipated to be reimbursed by FEMA. The estimated total cost of this project is \$700,000 including the design and construction. The funding is included in the Sewer Station S-14 Electrical Improvements Project, CIP No. 24265.

Park Pathway Restoration (Alviso Adobe and Tawny Parks), CIP No. 24679

Heavy rainfall and surface water flooding eroded the pedestrian trail at Alviso Adobe Park, and during debris removal activities, the adjacent sidewalk was cracked by heavy equipment at Tawny Park. The City applied for a mitigation effort to repair both parks' pathways. The estimated cost to repair the damaged parks' pathways is \$150,000. The City's Engineering Division will design the work.

City Funded Projects

Puri Court Storm Drain Improvements (formerly Annual Storm Repair/Replacement), CIP No. 24415

Under a separate on-call agreement, staff authorized Pakpour Consulting Group, Inc. for the amount of \$60,630 to provide design services to replace approximately 500 linear feet of existing storm drain pipe with 48-inch reinforced concrete pipe for the Puri Court storm drain improvements. The existing storm drain pipe in Puri Court varies between 24 and 30 inches. The estimated total cost of this project is \$1.75 million including the design and construction.

Sassafras Court Storm Drain Interceptor (formerly Design and Construct Storm Drain), CIP No. 22484

The project will install a vault to capture and remove debris prior to entering the Oak Tree Manor storm drain. The sizing of the vault will be based on the operational parameters of a standard excavator used to remove debris from the vault. The estimated total cost of this project is \$600,000 including the design and construction. ENGEO will perform the design support services.

Sycamore Creek Storm Improvements (Sunol Boulevard), CIP No. 24662

The project will perform a hydraulic analysis and a feasibility study to determine the extent of necessary storm drain improvements to mitigate future flooding associated with Sycamore Creek. Sycamore Road at Sunol Boulevard experienced localized flooding in 2017 and in 2023. The estimated cost for the feasibility study is \$96,000. The anticipated project will install approximately 775 to 850 feet of a new parallel 60- or 72-inch diameter storm drain line in Sunol Boulevard from Sycamore Road to Sycamore Creek and develop a new outfall. The anticipated cost, excluding easements, is \$4 to \$5 million. ENGEO will perform the hydraulic modeling and feasibility study.

Sycamore Creek Storm Improvements (Sycamore Road), CIP No. 24680

Based on the hydraulic analysis and feasibility study, the storm drain line in Sycamore Road

may need to be replaced or a secondary line added. The project would install approximately 1,500 feet of 36- to 48-inch diameter storm drain to provide additional capacity if analysis warrants. The estimated costs to install a secondary storm drain of similar size as the existing is anticipated to cost approximately \$5 million. The design will be awarded at a later date.

Consultant Selection

The existing on-call design contracts did not meet the FEMA procurement guidelines and new a solicitation for consultants was developed. City staff developed the RFP based on the FEMA and City-funded project needs. Two firms submitted proposals in response to the request. Discussions with the consulting community identified that due to the extensive damage throughout the region, most firms do not have the availability to complete the project until 2025. A panel of three City staff members familiar with the project reviewed and ranked the submitted proposals.

Based on ratings of the received RFPs, reference inquiries, and a cost proposal review, staff recommends awarding a design professional services agreement to ENGEO Incorporated. Staff worked with ENGEO to develop a comprehensive scope with the information known as this time. Due to the sensitivity of working within streams and protected habitat, the projects will require environmental clearance and regulatory approval for construction. The overall design cost is higher than for a typical project of this size and scope due to the level of effort needed to secure regulatory agency permits. The full scope of mitigation to receive the permits is unknown and could increase the estimated costs of the projects.

ENGEO will develop biddable construction documents, environmental permitting and CEQA and NEPA clearances for the East Vineyard Detention Pond Outfall Repairs, the Oak Tree Farm Outfall and Channel Stabilization, the Augustin Bernal Trail Creek Crossing Culverts and Retaining Wall, and the Sassafras Court Storm Drain Interceptor. ENGEO's scope also includes the hydraulic analysis and feasibility study to address the Sycamore Creek storm drain system. Future work will be required for the design of the identified Sycamore Creek Improvements.

EQUITY AND SUSTAINABILITY

Approval of this action advances the City's Climate Action Plan 2.0 - Community Resilience and Wellbeing by improving public services to ensure all communities are prepared for climate-related impacts.

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 *Safeguarding Our City: Public Safety and Emergency Preparedness*, Strategy 4 – Identify funding sources and implement the hazard mitigation plan to address response to natural disasters.

FISCAL IMPACT

The design of these projects will be funded from the Sassafras Court Drain Interceptor (formerly Design and Construct Storm Drain), CIP No. 22484, and the Sycamore Creek Storm

Drain Improvements (Sunol Boulevard), CIP No. 24662, which have a combined current balance of \$985,457. FEMA requires each project's expenditures to be tracked separately, so three new CIP projects, East Vineyard Detention Pond Outfall Repairs (CIP No. 24676), Oak Tree Farm Outfall Repairs and Channel Stabilization (CIP No. 24677) and Augustin Bernal Trail Creek Crossing Culverts and Retaining Wall (CIP No. 24678), were created for those purposes for a total of five projects. The ENGEO contract was broken up into separate tasks based on the new projects and will be billed to the individual projects. Total expenditures of \$822,000 include ENGEO's contract for \$782,407 and the project design contingency of \$39,593.

Prepared by:



SM Saklaen, Associate Civil Engineer

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Design Professional Services Agreement with ENGEO Incorporated
2. Funding and Expenditure Summary

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

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into April 16, 2024, between the City of Pleasanton, a municipal corporation ("City"), and ENGEO Incorporated. whose address is 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583, and telephone number is (925) 270-7980, ("Consultant").

RECITALS

A. Consultant is qualified and experienced in providing engineering design services for the purposes specified in this Agreement.

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 Jon Buck to serve as Project Managers, 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 December 31, 2025, or unless an extension is approved by the city.

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 **\$782,407** 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 _____.

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

6. Sufficiency of Consultant's Work.

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

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

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

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

7. Ownership of Work. All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials

shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

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

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

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

11. **Termination 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, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

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

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

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

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

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation

for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

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.

To Consultant: Jon Buck
ENGEO Incorporated
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

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

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

17. Licenses, Certifications, 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 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. **Federal and State Requirements.** Task authorizations issued with Federal and/or State funding shall comply with all Federal and State Requirements outlined in **Exhibit C**, which is attached and incorporated to the extent consistent with this Agreement.

27. **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 first above written.

CITY OF PLEASANTON

CONSULTANT

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Jocelyn Kwong, City Clerk

Title: _____

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. 8/20

Project No.
P6621.002.000

March 7, 2024
Latest Revision March 25, 2024

Mr. SM Saklaen, PE
Associate Civil Engineer
Public Works Department, Engineering Division
City of Pleasanton
PO Box 520
Pleasanton, CA 94566

Subject: Storm Damaged Repair Sites
Pleasanton, California

PROPOSAL FOR ENGINEERING DESIGN SERVICES

Dear Mr. Saklaen:

The team of ENGEO Incorporated (ENGEO), WRA Incorporated (WRA), MacKay and Somps, and Evans & DeShazo Incorporated (EDS), is pleased to present this revised proposal in regard to various storm damaged sites located in the City of Pleasanton, as summarized in the City's Request For Proposal dated January 13, 2024. Based on further clarification of the City's intent at each repair area, during a meeting on February 26, 2024, we have revised our cost proposal and scope of services for the projects as presented in this revised proposal.

For the purposes of the environmental review, permitting, and 100 percent plans, specifications and estimate packages for these repair efforts, the storm repair project sites will be grouped as follows.

- Bernal Project (Bernal Trails) and;
- Combined Sites Project (Oak Tree Farm, Sassafras, and Vineyard)

One set of documents will be prepared for both the Combined Sites (CS) Project and for the Bernal Project. We believe combining the projects into these two separate packages will help streamline resource agency permitting and project bidding.

We are also providing a separate scope of services to provide preliminary engineering studies for a realignment of a portion of a City of Pleasanton storm drain located near the intersection of Sunol Boulevard and Sycamore Road where recent flooding has occurred.

SCOPE OF SERVICES

Phase 001 – Land Surveying

MacKay and Somps will provide a land survey of each of the four repair areas. The surveys will contain existing storm drain information, limits of approximate property lines, and topographic information that will be used as a basis of design for each repair area.

Phase 002 – Basis of Design Reports

ENGEO will complete geological, geomorphic, and hydrologic concept designs of each area in a Basis of Design report. The reports will describe the proposed repairs and describe how impacts to jurisdictional waterways will be minimized. We recommend for each project that a 30 percent-to 65 percent engineering improvement plan be generated with the submittals to the resource agencies and turned in with the Basis of Design reports so that a preliminary impact assessment and mitigation plan be generated. Basis of Design reports can be turned into FEMA engineering reports for repairs seeking FEMA funding after regulatory agency approvals have been granted.

These reports will discuss approximate limit of impacts to jurisdictional waterways, approximate construction methods to be used, and preliminary volumetric and linear impact quantities of cut and fill materials that can be used for environmental permitting purposes. We expect to produce two reports, one for the CS Project and one for the Bernal Project. For the Vineyard Outfall repair project, MacKay and Soms will provide a portion of the hydraulic analysis.

For the Bernal Project, the trail repair will require a geotechnical investigation and a soldier pile wall design. We will plan to drill three borings to a depth of 30 feet, which we believe is the approximate extent to which the foundations of the soldier pile wall will extend. Geotechnical recommendations will be included in our Basis of Design Report.

Phase 003 – Cultural Resources Evaluation

EDS will prepare a cultural resource evaluation for each site, with the exception of the Sassafras repair which appears to not have a nexus with Waters of the United States. The cultural resources evaluation will be required for each project for conformance with CEQA guidelines and Section 106 of the National Historic Preservation Act (NHPA). EDS will prepare maps for the studies, including location maps that depict the Project sites on USGS 7.5-minute quadrangles, Area of Potential Effect (APE) maps, survey coverage maps, and any other maps necessary for research or documentation purposes. GPS data processing includes post-processing any GPS-collected field data and incorporating GPS-collected field data into ArcGIS for mapping purposes. EDS will complete a record search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) located in Rohnert Park, California, to obtain and review information about previously recorded cultural resources within the Project Areas and within 0.25 mile of the Project Areas, or a greater distance if warranted by the paucity of cultural resource information within 0.25 mile. The research will consist of reviewing historical maps, aerial photographs, and other information to assist in assessing the potential/sensitivity of the Project Areas to contain buried archaeological resources that could be encountered during ground-disturbing activities associated with the Projects. A final report will be submitted for each project to the USACE as part of their Federal Review of the project.

Phase 004 – Biological Resources Technical Report

WRA will prepare two biological resources technical reports (BRTR) to support regulatory permit applications and the CEQA document. The BRTRs will be completed at a level of detail necessary to provide sufficient information to enable preparation of a CEQA document and regulatory permit applications. The BRTRs will discuss the results of the literature search and site visits and will provide information on the known or potential habitat at the site for any special-status plant and wildlife species. If any special-status species are observed, they will be reported in the findings.

If wetlands, streams, or ponds are observed, they will also be reported at the assessment level in the BRTR; detailed jurisdictional status information will be included in separate Wetland Delineation Reports. Any riparian areas or other sensitive habitat areas will also be described and mapped. Based on the Appendix G CEQA Checklist questions regarding biological resources and the findings described above, an analysis of potential impacts and mitigation measures will be prepared to address those issues. As such, a high-level Project Description will be required for each BRTR. The BRTR analysis will be in sufficient detail to provide information suitable for CEQA and will be supported by mapping exhibits to facilitate clarity among the disparate sites. Furthermore, the BRTR will outline additional biological survey needs by site, including recommendations.

Phase 005 – Aquatic Resources Evaluation

Based on our review of the RFP materials, personal familiarity with many of the identified storm damage repair locations, and that the nature of the repairs are typically associated with streams or drainages, regulatory agencies will require a jurisdictional wetland delineation of each Project site. In some cases, features may be determined to be non-jurisdictional based on their status, use, and maintenance as stormwater control features. In addition, the 2023 Conforming rule may affect the Corps-jurisdictional nature of wetlands and/or waterways. Documentation for each project site will need to be provided to show that a thorough analysis has been completed. WRA biologists will visit the sites to assess and document the presence of wetlands, jurisdictional boundaries of streams and drainages, and other aquatic resources potentially subject to state and/or federal jurisdiction. The fieldwork will be conducted in conformance with the routine methods described in the 1987 Corps of Engineers Wetlands Delineation Manual and 2008 Arid West Regional Supplement

Fieldwork will consist of site inspections to each of the project sites determine the presence of hydrologic, soil, and vegetation indicators. For non-wetland aquatic features (i.e., streams), WRA will determine the location of the ordinary high water mark (OHWM). All wetland and non-wetland aquatic feature boundaries will be mapped using handheld GPS equipment with sub-meter accuracy. Should wetlands be present within the analysis area, sample points will be taken; the number of sample points will be determined by the extent and number of wetland areas. Paired sample points (one wetland and one upland) will be taken at the selected locations sufficient to document the extent of the wetlands on the site. Soil inspections will consist of digging shallow (12- to 16-inch-deep) pits at a number of locations at the site to inspect for hydric soil characteristics. Vegetation and hydrology indicators will be observed on the surface of the soil.

WRA will prepare a report for the CS Project and for the Bernal Project describing the methods and results of the fieldwork, as well as the associated regulatory context. WRA will provide the GIS ShapeFiles associated with the delineation.

Phase 006 – Biological Assessment

Based on previous work WRA completed for the City SMP, we anticipate storm repair project sites may have potential to support federally-protected species such as California red-legged frog (CRLF), California tiger salamander (CTS), and Alameda whipsnake (AWS). A Section 7 Biological Assessments may be required to enable Corps Section 404 permitting. The subsequent consultations would be required for Section 7 consultation with the U.S. Fish and Wildlife Survey (USFWS) and National Marine Fisheries Service (NMFS) under the ESA. The process requires

the applicant to provide a description of the Project (specifically any actions that may have an effect on federally-listed species), a description of the specific areas that may be affected, the manner in which impacts may occur, an analysis of cumulative impacts, and a description of the listed species or critical habitats that may be affected. This document is called a Section 7 Biological Assessment (BA).

WRA will utilize available data from the BTRR to the maximum extent possible, and may need to generate additional field survey data to compile all data necessary to prepare BA reports for submittal to the Corps. The BAs will describe the suitability of on-site habitat conditions for the federal-listed species known to occur in the vicinity. The reports will discuss any potential impacts (including direct, indirect, and cumulative impacts) that may occur to these species as a result of the Project, and any mitigation measures recommended to offset potential impacts. WRA will produce a round of draft BAs for City review prior to submittal.

Phase 007 – Resource Agency Permits

As noted above, the storm repair locations are grouped into two ‘Projects.’ The CS Project and the Bernal Project will have a separate suite of regulatory agency permit applications, described below. The permit applications described below will be prepared for each of the four storm repair project sites.

Section 404 Permit -Army Corps of Engineers (Corps)

In the interest of planning, WRA will operate under the assumption that features within each project site are subject to the jurisdiction of the Army Corps of Engineers (Corps). Once the wetland delineation has been completed, this assumption will be revisited, and the permitting strategy adjusted as needed. Given the size of the storm repair project sites and the nature of the repairs, project activities may qualify for coverage under Nationwide Permit (NWP) 3 – Maintenance or NWP 18 – Minor Discharges. An Individual Permit is not anticipated for any of the projects at this time. WRA will prepare permit application packages for submission to the Corps based on information available from the site plan. The permit application packages will address potential impacts to Corps and RWQCB jurisdiction and the necessary permit requirements, including:

- Basic notification requirements as to site location; project description; and type and amount of fill in potentially jurisdictional areas;
- Appropriate plan and cross-sectional view figures that show proposed impacts to jurisdictional areas;
- Information to support a determination that the project will not affect cultural resources, based on the cultural resources report prepared for project approval under the California Environmental Quality Act (CEQA);
- Information to support an informal consultation with the U.S. Fish and Wildlife Service, or if supported by substantial evidence, determination that the project will have no effect on endangered species;
- Section 404 delineation map based on a site visit conducted by WRA staff;
- Proposed compensatory mitigation for any loss of jurisdictional areas;

- Anticipated schedule for project construction; and
- Information regarding post-construction stormwater management based on the project's stormwater management plan.

WRA will act as the agent during the permitting process. Typically, the Corps may request a site visit to discuss the proposed project and potential impacts on areas within their jurisdiction.

[Section 401 Water Quality Certification/ Waste Discharge Requirements – Regional Water Quality Control Board \(RWQCB\)](#)

Based on a preliminary review of project site aerials, streams and drainages which may be RWQCB-jurisdictional are present with the storm repair project sites. Should the features meet the criteria for Corps-jurisdiction, then a Section 401 Water Quality Certification will be required. If site features are not Corps-jurisdictional, then the RWQCB regulates fill placed in wetlands and other waters via Waste Discharge Requirements (WDR). The contents of a WDR application are similar to those required by a Section 401 Water Quality Certification, with some processing modifications: the absence of federal permit requirements means that the permit must be taken to the Water Board for approval, a process which typically requires additional attention and scrutiny on the application by RWQCB staff. WRA will act as the agent for the City to the RWQCB.

Information required for both the 401 Certification and the WDR Application includes:

- Basic notification requirements as to site location; project description; and type and amount of fill in potentially jurisdictional areas;
- Appropriate plan and cross-sectional view figures that show proposed impacts to jurisdictional areas;
- Delineation map based on a site visit conducted by WRA staff;
- A watershed profile describing the current status and trends of aquatic resources within the watershed;
- Proposed compensatory mitigation for any loss of jurisdictional areas;
- Alternatives analysis documenting rationale for why impacts to the wetland cannot be avoided;
- Anticipated schedule for project construction;
- Information regarding post-construction stormwater management based on the project's stormwater management plan; and
- Certified Environmental Quality Act documentation (Mitigated Negative Declaration/EIR/ Categorical Exclusion).

[CDFW Streambed Alteration Agreement](#)

CDFW requires any person who may affect the bed or bank of a perennial, intermittent, or ephemeral river, stream, or lake to provide notification via a California Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement (LSAA). The LSAA notification requires completion of an application form and project environmental questionnaire, and inclusion of supplemental data regarding issues covered in the project environmental questionnaire. WRA will

prepare the applications using the City SMP LSAA permit as a reference, using the current CDFW standard forms and attachments, and providing additional supporting information, such as site plans, maps, and the BRTR, all of which are needed to support application processing. WRA will prepare a draft LSAA for each project for City review and comment before submitting a final package upon the City's approval. Once CDFW issues a draft agreement, WRA will review the draft agreement and make recommendations to Client to accept the agreement or request modifications.

Phase 008 – Mitigation Strategy

Using the City SMP mitigation requirements as a foundation, WRA will work with the City to determine suitable mitigation opportunities to off-set project impacts, if needed. This task includes meeting with the City to review mitigation opportunities and two site visits to conduct a preliminary reconnaissance of potential mitigation opportunities within the City limits. Should the storm repair projects be determined to be self-mitigating by resource agencies, then mitigation may not be required.

Phase 009 – CEQA exemptions

WRA will assist the City in determining if any of the four projects qualify for a CEQA Statutory Exemption, such as Section 15269 (Emergency Projects) of the CEQA Guidelines, or if each project qualifies for a CEQA Categorical Exemption. If the project design and avoidance and minimization measures support the application of a CEQA Categorical Exemption, WRA will prepare a separate CEQA Notice of Exemption (NOE) for the CS Project and for the Bernal Project which describes each project and its CEQA exemption status as well as supporting information for the application of the exemption. It is anticipated each project may qualify for at least one Categorical Exemption, such as CEQA Guidelines Section 15301 – Existing Facilities; 15302 – Replacement or Reconstruction; and 15303 – New Construction or Conversion of Small Structures. Each Categorical Exemption will be supported by the Biological Resources Assessment and Cultural Resources Assessment. Each NOE will also include a memo attachment that explains why each project does not meet any applicable exceptions to Categorical Exemptions per CEQA Guidelines Section 15300.2. Upon review and approval by the City, each NOE will be filed with the County Clerk and the State Clearinghouse CEQANet portal. However, if either project is found to trigger an exception to a Categorical Exemption, WRA will prepare a separate proposal for a CEQA Initial Study and Mitigated Negative Declaration (IS/MND). WRA will tier from existing documents to the extent feasible, including the City's General Plan EIR, project geotechnical and hydraulic analyses, and other available reports prepared for the City such as the Mountain Bike Trail Environmental Impact Report.

Phase 010 – FEMA Environmental Planning and Historic Checklist

The CEQA documentation and supporting technical studies will also be used to complete two separate FEMA Environmental Planning and Historic (EHP) Checklists for each of the federally-funded projects pursuant to the National Environmental Policy Act (NEPA). The Checklists will address the following for each federally-funded project.

- CWA Section 404/RHA Section 10
- Clean Water Act Section 401/402
- EO 11988 Floodplains eight-step Process

- EO 11990 Wetlands 8-step Process
- CZMA CC/Negative Determination
- Section 7 ESA
- NHPA Section 106
- FLPA Farmland Conversion Form AD-1006
- CAA General Conformity Determination
- Migratory Bird Treaty Act
- Fish and Wildlife Coordination Act
- Magnuson-Stevens Fishery & Management Act

It is assumed the Checklists will be sufficient to facilitate the preparation of a NEPA Categorical Exclusion for each federally-funded project by FEMA and Cal-OES. If a NEPA Environmental Assessment is required for either of the federally-approved projects then WRA will prepare a separate proposal for that increased level of NEPA analysis.

Phase 11 – Engineering Plans, Specifications and Estimates

We estimate that the plans for the projects will consist of the following.

- Improvement plans
- Drainage infrastructure and details
- Wall profiles (Augustin Bernal trail repair)
- Tree replacements and mitigation areas
- Erosion Control Measures and Temporary Access routes
- Notes and Cover Sheet
- Fencing replacement plans (if applicable)

We will submit two packages of 65 percent of the plans to the City and the resource agencies for review. We will subsequently submit 90 percent and 100 percent plans based on the 65 percent review. We will provide specifications and estimates based on the 100 percent design for bidding purposes. We assume these projects will not require a formal Stormwater Pollution Prevention Plan and will disturb less than an acre. We will provide erosion control plans for each project.

Phase 12 – Project Bidding Phase.

We have provided a modest budget to answer questions during the bidding process. We can provide a separate proposal for construction and post-construction related services after regulatory permits have been issued.

Phase 13 – Sunol Boulevard / Sycamore Road Typical Intersection Storm Drain Realignment Feasibility Study

We understand that the City of Pleasanton is also requesting a study to potentially realign a portion of City-owned storm drain near the intersection of Sycamore Road and Sunol Boulevard. The storm drain transmits a portion of Sycamore Creek from the North Sycamore Planning Area to an outfall on the northern side of Sunol Boulevard near the Thermo Fisher Scientific Building complex. We understand that this storm drain is prone to clogging given the amount of debris flow

entering the system upstream from the Sycamore Creek watershed. Moreover, there are several sharp bends between the inlet and outlet of the system where debris is clogging flows during larger storm events. We propose the following services.

1. Bring a hydrology report prepared by RJA Inc. for Sycamore Creek in 1997 up to 2018 Alameda County Standards
2. Survey existing storm drain to verify location of existing manholes, pipe sizes, and adjacent utilities.
3. Provide a hydraulic model with alternatives to reduce clogging potential of the system.
4. Provide a cost estimate and 65 percent drawings of the preferred alternative.

ENGEO will perform Task 1. MacKay and Somps will generally perform Tasks 2 through 4 with oversight from ENGEO.

FEE

We propose to perform the above-described scope of services for an estimated fee of **\$782,407**. We have included a cost spreadsheet for ENGEO and our subconsultant team in the attachments. We have broken down the cost for each project as follows. Agreed hourly rates are valid for entire duration of the contract.

PROJECT	ESTIMATED FEE*
Bernal Trails	
• Culvert Replacement	\$293,609
• Wall Design and Landslide	
Combined Sites Project	
• Sassafras Court	\$86,979
• Oak Tree Manor Outfall	\$159,492
• Vineyards Outfall Replacement	\$151,109
Sunol Boulevard / Sycamore Road Feasibility Study	\$91,218
*Includes 15% markup of subconsultants per RFP	

REQUEST FOR CONTRACT

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one million dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

If the above scope of services and fee are acceptable, please issue a contract as our authorization to proceed. Our services are unable to commence without prior receipt of an executed agreement.

We look forward to serving you on this project. If you have any questions or comments regarding this proposal, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



Jonathan Buck
Associate



Robert H. Boeche
Principal

jb/rhb/ca

Attachment A: Bernal Trails and Combined Sites Projects
ENGEO Estimated Cost Spreadsheet and Total Cost Summary
WRA Estimated Cost Spreadsheet
MacKay and Soms Estimated Cost Spreadsheet

Attachment B: Sunol Boulevard / Sycamore Road Feasibility Study
ENGEO Estimated Cost Spreadsheet and Total Cost Summary
MacKay and Soms Estimated Cost Spreadsheet

Exhibit B

ATTACHMENT A

BERNAL TRAILS AND COMBINED SITES PROJECTS

**ENGEO Estimated Cost Spreadsheet and Total Cost Summary
WRA Estimated Cost Spreadsheet
MacKay and Somps Estimated Cost Spreadsheet**

ENGEO PROPOSED FEES
City of Pleasanton
Engineering Design Services for Various City Sites Damaged in the 2023 Storm Event

Task	Professional Services Rates							Unit Subtotal	Cost Subtotal	Cost Totals	Proposal Budget
	Principal	Associate	Senior Engineer	Project Engineer	Cultural Resources (EDS)*	CAD/GIS Specialist (includes AutoCAD Unit)	Project Assistant				
	\$365.00	\$305.00	\$295.00	\$235.00	\$203.00	\$195.00	\$145.00				
E. Vineyard Detention Pond Outfall Pipe											
Task 1 – Preliminary Studies											
Cultural Resources Evaluation (EDS)					20	0		20	\$ 4,060.00		
Topographic Survey and Biological Assessment Coord.		3						3	\$ 915.00		
										\$ 4,975.00	\$ 4,975.00
Task 2 – Basis of Design Report											
Engineer/Geologist Fieldwork		1		3				4	\$ 1,010.00		
Hydraulic Analysis (Existing Stream Channel)		3		10				13	\$ 3,265.00		
Report for Resource Agency Approval	1	8	3	3		4	1	20	\$ 5,320.00		
										\$ 9,595.00	\$ 9,595.00
Task 3 – Review Plans from M&S											
Alternatives Analysis		4		4					\$ 2,160.00		
Meeting with City		4							\$ 1,220.00		
60% Plan Development		10		4		5	2	21	\$ 5,255.00		
										\$ 8,635.00	\$ 8,635.00
Task 4 – Resource Agency Coordination											
Coordination with WRA	1	2		2				5	\$ 1,445.00		
Response to Comments	1	4		5				10	\$ 2,760.00		
Final Basis of Design Report	3	3		8		6	2	22	\$ 5,350.00		
										\$ 8,110.00	\$ 8,110.00
Task 5 – 100% Plan Set (Coordination with M&S)											
100% Plan, Specifications and Engineers Estimate		2		2		1	2	7	\$ 1,565.00		
										\$ 1,565.00	\$ 1,565.00
Task 6 – FEMA Engineer's Report											
Final Engineer's Report	1	10		5				16	\$ 4,590.00		
										\$ 4,590.00	\$ 4,590.00
								141			
									Total	\$ 37,470.00	\$ 37,470.00

*Includes 15% markup

Oak Tree Farm Outfall and Channel Stabilization											
Task 1 – Preliminary Studies											
Cultural Resources Evaluation (EDS)					20	0		20	\$ 4,060.00		
Topographic Survey and Biological Assessment Coord.		3						3	\$ 915.00		
										\$ 4,975.00	\$ 4,975.00
Task 2 – Basis of Design Report											
Engineer/Geologist Fieldwork		1		3				4	\$ 1,010.00		
Hydraulic Analysis (Trib Channel)		3		15				18	\$ 4,440.00		
Preliminary Basis of Design Report	1	10	5	5		4	1	26	\$ 6,990.00		
										\$ 12,440.00	\$ 12,440.00
Task 3 – 30% Review Plans from M&S											
Alternatives Analysis		1		1				2	\$ 540.00		
Meeting with City		2						2	\$ 610.00		
Combine with Basis of Design Report		2				2	1	5	\$ 1,145.00		
										\$ 2,295.00	\$ 2,295.00
Task 4 – Resource Agency Coordination											
Coordination with WRA	1	2		6				9	\$ 2,385.00		
Response to Comments	1	10		4				15	\$ 4,355.00		
Final Basis of Design Report	2	5	5	4		6	2	24	\$ 6,130.00		
										\$ 10,485.00	\$ 10,485.00
Task 5 – 100% Plan Set (Coordination with M&S)											
100% Plan, Specifications and Engineers Estimate		2	5					7	\$ 2,085.00		
										\$ 2,085.00	\$ 2,085.00
Task 6 – FEMA Engineer's Report											
Final Engineer's Report	1	7		6		5	1	20	\$ 5,030.00		
										\$ 5,030.00	\$ 5,030.00
								155			
									Total	\$ 37,310.00	\$ 37,310.00

*Includes 15% markup

Augustin Bernal Trail Creek Crossing Culverts											
Task 1 – Preliminary Studies											
Cultural Resources Evaluation (EDS)					20	0		20	\$ 4,060.00		
Topographic Survey and Biological Assessment Coord.		3						3	\$ 915.00		
										\$ 4,975.00	\$ 4,975.00
Task 2 – Basis of Design Report											
Engineer/Geologist Fieldwork		1		3				4	\$ 1,010.00		
Hydraulic Analysis (Existing Stream Channel)		3		20				23	\$ 5,615.00		
Report for Resource Agency Approval	1	15	3	5		4	2	30	\$ 8,070.00		
										\$ 14,695.00	\$ 14,695.00
Task 3 – 60% Plans for Resource Agency Submittal											
Alternatives Analysis		4		4					\$ 2,160.00		
Meeting with City		4							\$ 1,220.00		
60% Plan Development		10		20		25	2	57	\$ 12,915.00		
										\$ 16,295.00	\$ 16,295.00

Task		Professional Services Rates							Unit Subtotal	Cost Subtotal	Cost Totals	Proposal Budget
		Principal	Associate	Senior Engineer	Project Engineer	Cultural Resources (EDS)*	CAD/GIS Specialist (includes AutoCAD Unit	Project Assistant				
		\$365.00	\$305.00	\$295.00	\$235.00	\$203.00	\$195.00	\$145.00				
Task 4 – Resource Agency Coordination												
	Coordination with WRA		2		2				4	\$ 1,080.00		
	Response to Comments	1	4		5				10	\$ 2,760.00		
	Final Basis of Design Report	3	3		8		6	2	22	\$ 5,350.00		
											\$ 8,110.00	\$ 8,110.00
Task 5 – 100% Plan Set												
	100% Plan, Specifications and Engineers Estimate	1	10		40		30	2	83	\$ 18,955.00		
											\$ 18,955.00	\$ 18,955.00
Task 6 – FEMA Engineer's Report												
	Final Engineer's Report	1	10		15				26	\$ 6,940.00		
											\$ 6,940.00	\$ 6,940.00
									282			
*Includes 15 markup										Total	\$ 69,970.00	\$ 69,970.00

*Includes 15 markup

Augustin Bernal Park (Slide)											
Task 1 - Preliminary Studies											
Cultural Resources Evaluation					5	0	2	7	\$ 1,305.00		
Coordinate Topographic Survey		2							\$ 610.00		
										\$ 1,915.00	\$ 1,915.00
Task 2 – Geotechnical Exploration											
Scheduling, Coordination & Project Setup	1		2	4			2	9	\$ 2,185.00		
Permitting			1	2				3	\$ 765.00		
USA			1	4					\$ 1,235.00		
OC ACPWA Permit									\$ 800.00		
OC Limited Access Borings (2 day)									\$ 15,000.00		
Engineer/Geologist Fieldwork				16				16	\$ 3,760.00		
Lab Program Development	1			1				2	\$ 600.00		
OC Geotechnical Laboratory Testing									\$ 3,000.00		
										\$ 27,345.00	\$ 27,345.00
Task 3 – Alternatives Analysis and 65% Plans											
Alternatives Analysis	1	2		10					\$ 3,325.00		
Meeting with City	1	4							\$ 1,585.00		
65% Plan Development	1	10		20		20	2	53	\$ 12,305.00		
										\$ 17,215.00	\$ 17,215.00
Task 4 – Geotechnical Report											
Boring Logs	1	2		6				9	\$ 2,385.00		
Geological and Engineering Analysis	1	4		7				12	\$ 3,230.00		
Final Report	3	3		8		6	2	22	\$ 5,350.00		
										\$ 8,580.00	\$ 8,580.00
Task 5 – 100% Plans, Specifications and Estimates											
100% Plan, Specifications and Engineers Estimate Development	4	8		15		20	2	49	\$ 11,615.00		
										\$ 11,615.00	\$ 11,615.00
Task 7 – FEMA Engineer's Report											
FEMA Engineer's Report	3	1		5				9	\$ 2,575.00		
										\$ 2,575.00	\$ 2,575.00
								191			
									Total	\$ 69,245.00	\$ 69,245.00

*Includes 15 markup

Sassafras Court Storm Improvements											
Task 1 - Preliminary Studies											
Cultural Resources Evaluation (EDS)								0	\$ -		
Topographic Survey and Biological Assessment Coord.		3						3	\$ 915.00		
										\$ 915.00	\$ 915.00
Task 2 – Basis of Design Report											
Engineer/Geologist Fieldwork		1		3				4	\$ 1,010.00		
Hydraulic Analysis (Existing Stream Channel)		3		10				13	\$ 3,265.00		
Report for RWQCB	1	4	3	5		4	2	19	\$ 4,715.00		
										\$ 8,990.00	\$ 8,990.00
Task 3 – 60% Plans for Resource Agency Submittal											
Alternatives Analysis		1		1					\$ 540.00		
Meeting with City		1							\$ 305.00		
60% Plan Development		1		1		1	1	4	\$ 880.00		
										\$ 1,725.00	\$ 1,725.00
Task 4 – Resource Agency Coordination											
Coordination with WRA		1						1	\$ 305.00		
Response to RWQCB Comments	1	4		5				10	\$ 2,760.00		
Final Basis of Design Report	1	2		5		6	2	16	\$ 3,610.00		
										\$ 6,370.00	\$ 6,370.00
Task 5 – 100% Plan Set											
100% Plan, Specifications and Engineers Estimate Development (Coordinate with M&S)	1	1		1		1	1	5	\$ 1,245.00		
										\$ 1,245.00	\$ 1,245.00
Task 6 – FEMA Engineer's Report											
Final Engineer's Report	1	2		2				5	\$ 1,445.00		
										\$ 1,445.00	\$ 1,445.00
								80			
									Total	\$ 20,690.00	\$ 20,690.00

*Includes 15 markup

*Includes EDS and drilling subconsultant.

**Includes 15% markup per RFP

ENGEO TOTAL* \$ 234,685.00
 WRA Fee** (Spreadsheet Attached) \$ 335,032.95
 MacKay & Soms Fee (Spreadsheet Attached) \$ 121,471.05
TOTAL (Includes EDS and drilling subconsultant) \$ 691,189.00

Project Name:	Pleasanton Stream Repair
Project Number:	340017
Date:	2/9/2024
Rate Schedule:	Standard

Rate Schedule: Standard		Personnel Hours by Task*																					WRA Cost by Task	WRA Direct Expenses	Sub-Contractor	Total Cost
Task #	Task Description	Leslie Lazavotti	Principal Ecologist	Geoff Reilly	Senior Environmental Planner	Bernhard Warzecha	Senior Associate	Scott Balulik	Associate	Renata Robles	Associate Environmental Planner	Scientist	(Staff TBD)	Scientist	(Staff TBD)	Senior Technician	(Staff TBD)	GIS Professional	(Staff TBD)	Rob Schell	Director	Olivia Niederer				
		\$ 301.00		\$ 278.00		\$ 262.00		\$ 221.00		\$ 221.00		\$ 184.00		\$ 184.00		\$ 165.00		\$ 184.00		\$ 301.00		\$ 144.00				
VINEYARD																										
1	BRTR: prep, site visit, report	1				3		12				18		14				5		1						
2	Delineation, prep, site visit, report	1				3		8				18						3								
3	Biological Assessment & USFWS Coordination	1				3								18				5		3						
4	Section 404 CWA Permit Application	1				7		1				16				10		5								
5	Section 401 W/Q Cert Application	1				7		1				20				6		6								
6	Section 1602 LSAA Application	1				7		1				16				6		6								
7	Mitigation Strategy	1				3						6						2								
8	CEQA NOE and Exceptions Memo	1		2		1				6											32					
9	NEPA FEMA Checklist	1		4		1				6											32					
10																										
Vineyard/Oak Tree Farm																										
Sassafras																										
1	BRTR: prep, site visit, report	2				2		8				12		4				2								
2	Delineation, prep, site visit, report	2				2		4				4						2								
3	Biological Assessment & USFWS Coordination	2				2								12				2		2						
4	Section 404 CWA Permit Application	1				2		1				8				4		2								
5	Section 401 W/Q Cert Application	1				2		1				16				4		2								
6	Section 1602 LSAA Application	1				2		1				8				4		4								
7	Mitigation Strategy	1				2												2								
8	CEQA NOE and Exceptions Memo			4		1				4																
9	NEPA FEMA Checklist			4		1				4																
Sassafras																										
BERNAL TRAILS																										
1	BRTR: prep, site visit, report	1		1		8		16				32		32				8		1						
2	Delineation, prep, site visit, report	2				4		16				32						8								
3	Biological Assessment & USFWS Coordination	1				8								48				12		6						
4	Section 404 CWA Permit Application	2				12		4				24				12		6								
5	Section 401 W/Q Cert Application	4				12		4				32				16		10								
6	Section 1602 LSAA Application	2				12		4				16				12		108								
7	Mitigation Strategy	4				8						8						8								
8	CEQA NOE and Exceptions Memo			4						8											36					
9	NEPA FEMA Checklist			8						6											40					
10																										
BERNAL TRAILS TOTAL																										
OAK TREE FARM																										
1	BRTR: prep, site visit, report	1				3		12				18		14				5		1						
2	Delineation, prep, site visit, report	1				3		8				18						3								
3	Biological Assessment & USFWS Coordination	1				3								18				5		3						
4	Section 404 CWA Permit Application	2				7		2				16				10		5								
5	Section 401 W/Q Cert Application	2				7		2				20				6		6								
6	Section 1602 LSAA Application	2				7		2				16				6		6								
7	Mitigation Strategy	2				3						6						2								
8	CEQA NOE and Exceptions Memo	1		2		2				6											32					
9	NEPA FEMA Checklist	1		4		2				6											32					
10																										
OAK TREE FARM																										
TOTAL LABOR HOURS		48	33			152		108		46		380		160		96		240		17		204				
TOTAL COST		\$ 14,448	\$ 9,174			\$ 39,824		\$ 23,868		\$ 10,166		\$ 69,920		\$ 29,440		\$ 15,840		\$ 44,160		\$ 5,117		\$ 29,376				

*Please note: WRA may substitute similarly qualified individuals as necessary.

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Fee Estimate

Project: Augustin Bernal Trail Creek Crossing Culverts
Job No.: 29225.000
Description: Summary

Task	Description	MacKay & Soms Labor Classification											M&S Subtotal
		Principal	Engineering Manager (Chris Guenther)	Senior Engineer / Surveyor (Travis Pashon-Silva)	Associate Engineer / Surveyor	Assistant Engineer / Surveyor	Junior Engineer	Principal Technician	Senior Technician	Field Crew Supervisor	1-Man Survey Crew	2-Man Survey Crew	
1.1	Project Management/Meetings/Coordination	0.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 776.00
													\$ 776.00
2.1	Records Research and Investigation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
2.2	Site Visit / Damage Assessment	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
2.3	Topographical Survey / Base Mapping	0.0	0.0	1.0	0.0	0.0	0.0	0.0	2.0	1.5	0.0	12.0	\$ 4,789.00
													\$ 4,789.00
3.1	Sample Plans / Details (35% Plans)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
3.2	65% Plans and Specifications	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
3.3	95% Plans, Specifications and Estimates	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
3.4	100% IFC Construction Documents	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
													\$ -
4.1	Bid Support	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
													\$ -
	Total Hours	0	1	3	0	0	0	0	2	1.5	0	12	
	Hourly Rate	\$314	\$284	\$246	\$216	\$180	\$154	\$188	\$158	\$194	\$200	\$328	
	Amount	\$ -	\$ 284	\$ 738	\$ -	\$ -	\$ -	\$ -	\$ 316	\$ 291	\$ -	\$ 3,936	\$ 5,565.00



Fee Estimate

Project: E. Vineyard Detention Pond Outfall Pipe
Job No.: 29225.000
Description: Summary

Task	Description	MacKay & Soms Labor Classification											M&S Subtotal
		Principal	Engineering Manager (Chris Guenther)	Senior Engineer / Surveyor (Travis Pashon-Silva)	Associate Engineer / Surveyor	Assistant Engineer / Surveyor	Junior Engineer	Principal Technician	Senior Technician	Field Crew Supervisor	1-Man Survey Crew	2-Man Survey Crew	
1.1	Project Management/Meetings/Coordination	0.0	4.0	8.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 3,824.00
													\$ 3,824.00
2.1	Records Research and Investigation	0.0	0.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 852.00
2.2	Site Visit / Damage Assessment	0.0	2.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 1,420.00
2.3	Topographical Survey / Base Mapping	0.0	0.0	1.0	0.0	0.0	0.0	0.0	3.0	2.0	0.0	8.0	\$ 3,732.00
													\$ 6,004.00
3.1	Sample Plans / Details (35% Plans)	0.0	4.0	8.0	0.0	16.0	16.0	0.0	0.0	0.0	0.0	0.0	\$ 8,448.00
3.2	65% Plans and Specifications	0.0	4.0	8.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0	0.0	\$ 7,112.00
3.3	95% Plans, Specifications and Estimates	0.0	2.0	4.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	\$ 4,224.00
3.4	100% IFC Construction Documents	0.0	2.0	4.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	\$ 2,888.00
													\$ 22,672.00
4.1	Bid Support	0.0	2.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 1,912.00
													\$ 1,912.00
	Total Hours	0	20	41	0	50	40	0	3	2	0	8	
	Hourly Rate	\$314	\$284	\$246	\$216	\$180	\$154	\$188	\$158	\$194	\$200	\$328	
	Amount	\$ -	\$ 5,680	\$ 10,086	\$ -	\$ 9,000	\$ 6,160	\$ -	\$ 474	\$ 388	\$ -	\$ 2,624	\$ 34,412.00



Fee Estimate

Project: Oak Tree Farm Outfall and Channel Stabilization
Job No.: 29225.000
Description: Summary

Task	Description	MacKay & Soms Labor Classification											M&S Subtotal
		Principal	Engineering Manager (Chris Guenther)	Senior Engineer / Surveyor (Travis Pashon-Silva)	Associate Engineer / Surveyor	Assistant Engineer / Surveyor	Junior Engineer	Principal Technician	Senior Technician	Field Crew Supervisor	1-Man Survey Crew	2-Man Survey Crew	
1.1	Project Management/Meetings/Coordination	0.0	4.0	8.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 3,824.00
													\$ 3,824.00
2.1	Records Research and Investigation	0.0	0.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 852.00
2.2	Site Visit / Damage Assessment	0.0	2.0	2.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 1,420.00
2.3	Topographical Survey / Base Mapping	0.0	0.0	1.0	0.0	2.0	0.0	2.0	0.0	2.0	0.0	12.0	\$ 5,306.00
													\$ 7,578.00
3.1	Sample Plans / Details (35% Plans)	0.0	4.0	12.0	0.0	16.0	16.0	0.0	0.0	0.0	0.0	0.0	\$ 9,432.00
3.2	65% Plans and Specifications	0.0	4.0	8.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0	0.0	\$ 7,112.00
3.3	95% Plans, Specifications and Estimates	0.0	4.0	4.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	\$ 4,792.00
3.4	100% IFC Construction Documents	0.0	2.0	4.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	\$ 2,888.00
													\$ 24,224.00
4.1	Bid Support	0.0	4.0	8.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 3,824.00
													\$ 3,824.00
	Total Hours	0	24	49	0	54	40	2	0	2	0	12	
	Hourly Rate	\$314	\$284	\$246	\$216	\$180	\$154	\$188	\$158	\$194	\$200	\$328	
	Amount	\$ -	\$ 6,816	\$ 12,054	\$ -	\$ 9,720	\$ 6,160	\$ 376	\$ -	\$ 388	\$ -	\$ 3,936	
													\$ 39,450.00



Fee Estimate

Project: Sassafra Court Storm Improvements
Job No.: 29225.000
Description: Summary

Task	Description	MacKay & Soms Labor Classification											M&S Subtotal
		Principal	Engineering Manager (Chris Guenther)	Senior Engineer / Surveyor (Travis Pashon-Silva)	Associate Engineer / Surveyor	Assistant Engineer / Surveyor	Junior Engineer	Principal Technician	Senior Technician	Field Crew Supervisor	1-Man Survey Crew	2-Man Survey Crew	
1.1	Project Management/Meetings/Coordination	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 2,120.00
													\$ 2,120.00
2.1	Records Research and Investigation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
2.2	Site Visit / Damage Assessment	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	\$ 1,368.00
2.3	Topographical Survey / Base Mapping	0.0	0.0	1.0	0.0	2.0	0.0	2.0	0.0	1.0	0.0	8.0	\$ 3,800.00
													\$ 5,168.00
3.1	Sample Plans / Details (35% Plans)	0.0	2.0	4.0	0.0	12.0	0.0	12.0	0.0	0.0	0.0	0.0	\$ 5,968.00
3.2	65% Plans and Specifications	0.0	2.0	4.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	\$ 4,496.00
3.3	95% Plans, Specifications and Estimates	0.0	2.0	2.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	\$ 4,004.00
3.4	100% IFC Construction Documents	0.0	2.0	2.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	\$ 2,532.00
													\$ 17,000.00
4.1	Bid Support	0.0	2.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 1,912.00
													\$ 1,912.00
	Total Hours	0	16	23	0	36	2	34	0	1	0	8	
	Hourly Rate	\$314	\$284	\$246	\$216	\$180	\$154	\$188	\$158	\$194	\$200	\$328	
	Amount	\$ -	\$ 4,544	\$ 5,658	\$ -	\$ 6,480	\$ 308	\$ 6,392	\$ -	\$ 194	\$ -	\$ 2,624	\$ 26,200.00

ATTACHMENT B

SUNOL BOULEVARD / SYCAMORE ROAD FEASIBILITY STUDY

**ENGEO Estimated Cost Spreadsheet and Total Cost Summary
MacKay and Soms Estimated Cost Spreadsheet**

ENGEO PROPOSED FEES

City of Pleasanton

Engineering Design Services for Various City Sites Damaged in the 2023 Storm Event

Task	Professional Services Rates							Unit Subtotal	Cost Subtotal	Cost Totals	Proposal Budget		
	Principal	Associate	Senior Engineer	Project Engineer	Cultural Resources (EDS)*	CAD/GIS Specialist (includes AutoCAD Unit	Project Assistant						
	\$365.00	\$305.00	\$295.00	\$235.00	\$203.00	\$195.00	\$145.00						
Sunol Blvd Study													
Task 1 - Update Hydrological Analysis													
	Review Existing Data		2		1			1	4	\$ 990.00			
	Update Hydrology to 2018 Standards	1	10	35	45		5	1	97	\$ 25,435.00			
											\$ 26,425.00	\$ 26,425.00	
Task 2- Coordination with MacKay and Soms													
	Coordination of Final Report	1	5		2		1	1	10	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	
											111		
*Includes 15 markup											ENGEO Total	\$ 29,125.00	\$ 29,125.00
											Mackay and Soms*	\$ 62,093.10	\$91,218.10

*Includes 15 markup



Fee Estimate

Project: Sycamore Creek Storm Improvements
Job No.: 29225.000
Description: Summary

Task	Description	Mackay & Soms Labor Classification											M&S Subtotal
		Principal	Engineering Manager (Chris Guenther)	Senior Engineer / Surveyor (Travis Pashon-Silva)	Associate Engineer / Surveyor	Assistant Engineer / Surveyor	Junior Engineer	Principal Technician	Senior Technician	Field Crew Supervisor	1-Man Survey Crew	2-Man Survey Crew	
1.1	Project Management/Meetings/Coordination	0.0	6.0	12.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 5,736.00
													\$ 5,736.00
2.1	Records Research and Investigation	0.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 1,704.00
2.2	Site Visit / Damage Assessment	0.0	4.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 2,840.00
2.3	Topographical Survey / Base Mapping	0.0	0.0	2.0	0.0	4.0	0.0	4.0	0.0	3.0	0.0	20.0	\$ 9,106.00
													\$ 13,650.00
3.1	Hydraulic Analysis	0.0	16.0	24.0	0.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 16,928.00
													\$ 16,928.00
4.1	Sample Plans / Details (35% Plans)	0.0	6.0	12.0	0.0	16.0	16.0	0.0	0.0	0.0	0.0	0.0	\$ 10,000.00
4.2	65% Plans and Specifications	0.0	6.0	8.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0	0.0	\$ 7,680.00
													\$ 17,680.00
Total Hours		0	38	66	0	82	28	4	0	3	0	20	
Hourly Rate		\$314	\$284	\$246	\$216	\$180	\$154	\$188	\$158	\$194	\$200	\$328	
Amount		\$ -	\$ 10,792	\$ 16,236	\$ -	\$ 14,760	\$ 4,312	\$ 752	\$ -	\$ 582	\$ -	\$ 6,560	\$ 53,994.00

VARIOUS CITY SITES DAMAGED IN THE 2023 STORM EVENT
CIP No. 22484, 24676, 24677, 24678, and 24662
04/16/24

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
Sassafras Court Drain Inceptor (formerly Design and Construct Storm Drain), CIP No. 22484	\$785,457	
Sycamore Creek Storm Drain Improvements, CIP No. 24662	200,000	
TOTAL PROJECT FUNDING TO DATE		\$985,457
<u>Anticipated Project Expenditures</u>		
Design for Various Strom Improvements (ENGEO Inc. Contract, \$782,407)		
East Vineyard Detention Pond Outfall Repairs*, CIP No. 24676	\$159,000	
Oak Tree Farm Outfall Repairs and Channel Stabilization*, CIP No. 24677	168,000	
Augustin Bernal Trail Creek Crossing Culverts and Retaining Wall*, CIP No. 24678	308,000	
Sassafras Court Storm Drain Interceptor*, CIP No. 22484	91,000	
Sycamore Creek Storm Drain Improvements (Feasibility Study)*, CIP No. 24662	96,000	
* Includes Project Design Contingency (Approx. 5%, \$39,593)		
TOTAL PROJECT EXPENDITURES		\$822,000
<u>Funding Balance/ (Shortfall)</u>		
Sassafras Court Strom Drain Interceptor, CIP No. 22484	\$59,457	
Sycamore Creek Storm Drain Improvements, CIP No. 24662	104,000	
		\$163,457

CITY COUNCIL AGENDA REPORT

April 16, 2024
Public Works - Engineering Division

TITLE: APPROVE PLANS AND SPECIFICATIONS, AND AWARD A CONSTRUCTION CONTRACT TO O'GRADY PAVING, INC., IN THE AMOUNT OF \$6,861,681, WITH AN APPROXIMATELY 15 PERCENT CONTINGENCY OF \$1,029,252, FOR THE TOTAL COST UP TO \$7,890,933, FOR THE ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE PROJECT, CIP NO. 24503 AND APPROVE BUDGET AMENDMENTS IN THE GAS TAX FUND, MEASURE BB - BIKE & PEDESTRIAN FUND, MEASURE BB STREETS FUND, MEASURE F FUND, THE GENERAL FUND, AND THE STREETS CAPITAL IMPROVEMENT FUND

SUMMARY

This project combines the 2023 and 2024 Annual Street Resurfacing & Reconstruction (also known as the Annual Street Resurfacing and Preventative Maintenance) projects, following postponement of the project in 2023 due to unusually high bids. The project consists of repaving 1.65 million square feet of existing pavement including Hopyard Road from Valley Avenue to Gibraltar Road and preparing another 0.55 million square feet of pavement for the upcoming slurry seal project. The preparation work for the slurry seal project includes isolated areas of pavement restoration and the cleaning and sealing of cracks on the streets that will then be slurry sealed from curb to curb. The objective of the project is to prolong the useful life of the existing street infrastructure while providing safe and smooth riding conditions. In addition, the project will construct an access road for a storage building to house the new police command and support vehicles at the public works corporation yard. Bids were received on March 18, 2024; staff recommends awarding the project to the lowest responsible bidder, O'Grady Paving, Inc. in the amount of \$6,861,680.85 for the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.

RECOMMENDATION

1. Approve plans and specifications, and award the construction contract to O'Grady Paving, Inc, of Mountain View, CA, for the low bid amount of \$6,861,681, with an approximately 15 percent contingency of \$1,029,252, for the total cost up to \$7,890,933.
2. Authorize the City Manager to enter into the project contract.
3. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change orders for a contingency amount of up to \$1,029,252 (approximately 15 percent of the contract) for unforeseen yet necessary related work.
4. Approve amendments to the FY 2023/24 budget as follows:
 - Transfer \$986,606 in the Gas Tax Fund (Fund 160), from the Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.
 - Transfer \$168,487 in the Measure BB – Bike & Pedestrian Fund (Fund 165), from the Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, to the Annual

- Street Resurfacing & Reconstruction Project, CIP No. 24503.
- Transfer \$1,529,638 in the Measure BB Streets Fund (Fund 170), from the Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.
- Transfer \$349,822 in the Measure F Fund (Fund 166), from the Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.
- Transfer \$324,865 in the Streets CIP Fund (Fund 211), from the Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.
- Transfer \$327,011 in the Gas Tax Fund (Fund 160) from the Annual Slurry Seal of Various Streets Project, CIP No. 24504, to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503.
- Transfer \$83,527 from the Police Department's budget (00122100-440104) in the General Fund to the Annual Street Resurfacing & Reconstruction Project, CIP No. 24503 in the Streets CIP Fund (Fund 211).

BACKGROUND

The City has two annual projects designed to maintain roadway infrastructure: the Annual Street Resurfacing & Reconstruction Project and the Annual Slurry Seal of Various Streets Project. The first project resurfaces various roadways by overlaying the existing pavement with a new layer of asphalt concrete, while the other project slurry seals a different set of roadways. The resurfacing project is considered a street rehabilitation project, while the slurry project is a preventative maintenance project. Together, these projects are designed to maintain the condition of the city's roadway pavement.

In May 2023, bids for both the Annual Street Resurfacing & Reconstruction Project and the Annual Slurry Seal of Various Streets Project were opened. While the Annual Slurry Seal of Various Streets Project, CIP No. 23504, received seven bids and met the City's expectations, the Annual Street Resurfacing & Reconstruction Project CIP No. 23503 only received two valid bids with the lowest bid at \$4,988,888 (41 percent higher than the Engineer's Estimate of \$3.53 million). As the bids received for the Annual Street Resurfacing & Reconstruction project exceeded the Engineer's Estimate and exceeded the project's available funding, bids for CIP No. 23503 were rejected, and the work was postponed.

To perform the necessary preparatory work for the Annual Slurry Seal of Various Streets Project, CIP No. 23504, a new capital improvement project - the 2023 Streets Preventative Maintenance Project, CIP No. 23570 - was created and completed.

As a result of the rejected bids in 2023, the remaining work under last year's Annual Street Resurfacing & Reconstruction Project, CIP No. 23503, is included under this Annual Street Resurfacing and & Reconstruction Project, CIP No. 24503.

DISCUSSION

There are three components to this project: street resurfacing, preventative maintenance associated with preparation for the slurry seal work, and the access road for the vehicle storage building adjacent to the City's police department training facility.

Street Resurfacing

Approximately 1.65 million square feet of pavement on the streets listed in Table 1 below (and shown on the map provided as Attachment 1) will be resurfaced/reconstructed including Hopyard Road from Valley Avenue to Gibraltar Road. A map of the streets which will be reconstructed is also shown in Attachment 1. The roadway reconstruction method utilized is dependent on the condition of the existing street section. The street resurfacing includes installing a new layer of asphalt concrete over the existing pavement or over the rehabilitated/recycled existing pavement, repairing pavement areas, adjusting manholes and water valve boxes to grade, installing pavement markers, striping, and installing traffic detector loops. The different reconstruction methods are described below.

1. *Overlay (OL)*: This reconstruction method involves milling the edges of the existing pavement and placing a new surface course of 1.5-1.75 inches of new asphalt concrete over the top of the existing pavement. Milling the edges is necessary to conform the new overlay with the existing curb and gutter.
2. *Overlay with Fabric (OL/F)*: This reconstruction method involves milling the edges of the existing pavement and placing a layer of paving fabric on the surface of the existing pavement prior to applying a new surface course of 1.75 inches of new asphalt concrete/HMA (Hot Mix Asphalt) over the top of the fabric. Paving fabric is needed when the existing pavement has cracking caused by swelling and shrinking associated with heat and cool cycles. The paving fabric “bridges” these cracks that are only in the surface layer. Without the fabric, the cracks would quickly propagate to the surface of the new pavement. This is known as “reflective” cracking.
3. *Pavement Milling and Overlay (Mill/OL)*: This reconstruction method involves the removal of the existing asphalt concrete surface layer of the entire street surface by milling, then applying 1.75 inches of asphalt concrete over the entire street surface. The milling of the entire street surface is necessary on streets upon which performing an OL would raise the crown and increase the cross slopes, particularly along the parking lane, to an unsatisfactory level.
4. *Pavement Milling and HMA Filling (Mill/Fill)*: This construction method involves the removal of existing pavement sections to the depth of 3-4 inches and replacement with a new layer of asphalt concrete over the entire street. This construction method is basically the same as Mill/OL method above but at greater depth. The Mill/Fill operation requires the work to be completed on the same day to provide safety and to protect the subgrade while the Mill/OL allows the asphalt concrete overlay to be completed at a later date.
5. *Cold In-Place Recycled and Overlay (CIR/OL)*: The CIR process includes pulverizing (milling) the top 4 inches of the existing pavement, mixing the pavement with asphalt binder/cement agents, grading and compacting by paving machine, and applying a fog seal. After completion of the CIR process, 1.75 inches of HMA layer are applied on top of the newly recycled pavement surface. This treatment is normally utilized on streets that are in poor condition and require total reconstruction, including a complete removal and replacement of the asphalt concrete layer along with stabilization of the existing base material. Total reconstruction is a very costly and lengthy process, which creates a major impact on traffic and residents. The City has successfully completed the CIR process on three other projects in the past.

Table 1: 2024 Streets Resurfacing Locations

Street Name	Begin Location	End Location	Area	Treatment
Hopyard Rd	Valley Ave	Gibraltar Dr	850,480	CIR/OL
Dorman Rd	W Las Positas Blvd	Denker Dr	79,490	CIR/OL
Dana Ct	Dorman Rd	End	7,000	Mill/Fill
Bernal Ave	Windmill Way	Kottinger Dr	232,000	Mill/OL
Mirador Dr	N/O Bonita Ave	Kottinger Dr	29,492	OL
Del Sol Ave	Entrada Dr	Mirador Dr	54,669	OL
Barbara Ct	Del Sol Ave	End	4,650	Mill/Fill
Croce Ct	Del Sol Ave	End	5,366	OL
Touriga Dr	Vineyard Ave	Concord St	152,580	OL/F
Grapevine Dr	Vineyard Ave	Liberty Dr (N)	43,700	OL/F
Tioga Ct	Badger Dr	End	5,800	OL
Liberty Dr	Grape Vine Dr	Grape Vine Dr	41,600	OL/F
Badger Dr	Grape Vine Dr	Grape Vine Dr	43,890	OL/F
Half Dome Dr	Grape Vine Dr	Grape Vine Dr	36,380	OL/F
Whitney Dr	Grape Vine Dr	El Capitan Dr	20,312	OL/F
El Capitan Dr	Grape Vine Dr	Vineyard Ave	35,030	OL/F

The street resurfacing project will utilize CIR on Hopyard Road and Dorman Road to reconstruct the roadway prior to being overlaid. As part of the process, the finished roadway surface will be lowered back to the original roadway grades, reducing the steep cross slopes and buildup of asphalt from previous overlay work, restarting the life cycle of the pavement. The CIR process will be performed at night on Hopyard Road as it requires a long train of equipment, takes up two lanes of traffic, and has major impacts to traffic. CIR work on Dorman Road will be done during the day and be scheduled for completion prior to the start of school. The remaining activities on Dorman Road will be done during the week or in between the school bell schedules to reduce the impacts on traffic in the area.

Preventative Maintenance

The roadway preventative maintenance component includes preparatory work for the upcoming Annual Street Slurry Seal of Various Streets Project, CIP No. 24504. The preventative work will include sealing pavement cracks and repairing pavement in isolated distressed areas. This preparatory work is required prior to the slurry sealing operation but is included as part of the paving project for both cost savings and optimal results. The slurry seal project is scheduled to begin construction shortly after the completion of this project's preventative maintenance component.

This work consists of pavement repair and crack sealing preparatory work for approximately 0.55 million square feet of roadway scheduled for slurry seal. Pavement repair involves removing 4-6 inches of the existing pavement section down to the roadway aggregate base material and replacing it with new asphalt concrete with the same thickness as removed. This is done when the pavement has failed in isolated areas and before the entire street surface is slurry sealed. This is the same repair method performed on the reconstructed streets. Crack sealing involves cleaning the pavement cracks to prepare them for a sealant, which is then smoothed so that the material is flush with the existing asphalt concrete surface.

The streets listed in Table 2 below (and shown on the map provided as Attachment 1) are included in the second component of work and will be slurry sealed later this year under a separate project.

Table 2: Streets Preventative Maintenance Locations

Street Name	Begin Location	End Location	Area	Treatment
Dublin Canyon Rd	Foothill Rd	Laurel Creek Dr	173,500	MSS
Midvale Ct	Fairoaks Dr	End	8,256	SS
Fairoaks Ct	Pleasant Hill Rd	End	9,400	SS
Stonehurst Ct	Pleasant Hill Rd	End	14,313	SS
Robin Ct	Dorman Rd	End	24708	SS
Ashley Ct	Addison Way	End	10,054	SS
Audrey Ct	Addison Way	End	10,086	SS
Singletree Ct	Holland Dr	End	10,864	SS
Melody Ct	Holland Dr	End	18,481	SS
Menlo Ct	Holland Dr	End	17,788	SS
Adobe Ct	Holland Dr	End	10,894	SS
Heath Ct	Holland Dr	End	10,804	SS
Taffy Ct	Holland Dr	End	11,933	SS
Garland Ct	Holland Dr	End	6,996	SS
Brooks Ct	Holland Dr	End	6,456	SS
Meadowbrook Ct	Forest Hill Dr	End	11,644	SS
Kentwood Way	Muirwood Dr	Forest Hill Dr	25,500	SS
Perry Ln	Forest Hill Dr	End	5,598	SS
Palmdale Ct	Hillcrest Way	End	14,973	SS
Hillcrest Way	Muirwood Dr	Palmdale Ct	12,070	SS
Hillcrest Way	Palmdale Ct	Flagstone Dr	18,224	SS
Fairbrook Ct	Hillcrest Way	End	14,181	SS
Desertwood Pl	Desertwood Ln	End	5,876	SS
Desertwood Lane	Lakewood St	Applewood Way	28,710	SS
Kentwood Way	Muirwood Dr	Forest Hill Dr	25,500	SS
Flagstone Dr	Drywood St	Forest Hill Dr	28,628	SS
Lafayette Ct	Forest Hill Dr	End	14,839	SS

Police Command Center and Support Vehicle Storage Building Access Road

The police department will store a new command center and support vehicle at the public works corporation yard adjacent to the police training facility. An existing access gate will be re-purposed and a new all-weather access road to a future building will be constructed as part of the upcoming police training facility renovation. The project will repurpose the stabilized millings from the paving project. To attract interested bidders, save costs, and promote timely construction, the access road to the City's facility is included under the subject project. The work includes the removal and disposal of approximately 10,000 square feet of existing dirt, sub-grading, placement of 9 inches of recycled base material and installation of storm drain pipeline and inlets. Funding for the work is included in the police department's operating budget.

Bids

Sealed bids for this project were opened on March 18, 2024. There were six bids received, ranging from the low bid amount of \$6,861,680.85 to the high bid amount of \$8,407,645.50. The low bid amount, submitted by O’Grady Paving, Inc., is approximately 0.4 percent lower than the Engineer's Estimate of \$6,892,118 (see Attachment 2). Past work performed by O’Grady Paving, Inc. was verified to be satisfactory. Staff recommends awarding the construction contract to the lowest responsible bidder, O’Grady Paving, Inc.

Consultant Services

Survey services will be provided by Sandis under the City’s existing on-call professional services agreement for an estimated cost of \$43,750. Existing survey monuments, by law, must be protected during construction, and this project has the potential to disturb or damage a large number of monuments. To ensure monuments can be replaced if damaged, they must be surveyed prior to construction.

Consulting testing services will be provided under the City’s existing on-call professional services agreement for an estimated \$30,000. The testing services are required to provide specialty testing of the materials and density checks in conformance with the City’s Quality Assurance Program for paving.

Schedule

The proposed schedule for the project:

Approval of Plans and Specifications and Award of Contract	April 16, 2024
Start of Construction	May 20, 2024
End of Construction	Nov 20, 2024

EQUITY AND SUSTAINABILITY

Approval of this action advances the Climate Action Plan (CAP 2.0) in greenhouse gas reduction as approximately 22,000 tons of existing asphalt concrete pavement on Hopyard Road and on Dorman Road will be recycled and reused as part of the Cold In- Place Recycling process. In addition, approximately 5,000 cubic yards of ground asphalt concrete “millings” will be generated and stockpiled at the Bernal Avenue property for use in future City projects instead of disposal.

OUTREACH

Construction notices, social media posts and information will be posted on the City’s website prior to the start of construction. Construction message boards will be installed two weeks in advance of work on major roadways.

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.

FISCAL IMPACT

This project combines the remaining funding from Annual Street Resurfacing & Reconstruction CIP No. 23503 and 24503 for a total funding of \$7,559,418. The total estimated project expenditure, including the construction contract (\$6,861,681), contingency (\$1,029,252), on-call contract costs (\$73,750), and miscellaneous expenses (\$5,272) is \$7,969,955, leaving a

shortfall of \$410,538. Staff recommends the transfer of \$327,011 from the Annual Slurry Seal of Various Streets Project, CIP No. 24504, and \$83,527 from the Police Admin – General Fund, as outlined in the recommendations, to complete funding for this project as shown in Attachment 3.

The segment of Case Avenue from Bernal Avenue to Valley Avenue was removed from the project due to funding concerns prior to the bid. The street is anticipated to be added back to the project, utilizing the project contingency, if unforeseen conditions don't arise from the base repair process and CIR work.

Funding for this project includes Gas Tax, SB-1, Measure B/BB, and Measure F funds from local and state transportation measures to improve the condition of the local, county and state road systems.

Prepared by:



Huy Ho, Associate Engineer
Siew-Chin Yeong, Director of Public Works

Submitted by:



Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Location Map
2. Bid Summary
3. Financial Expenditure Summary

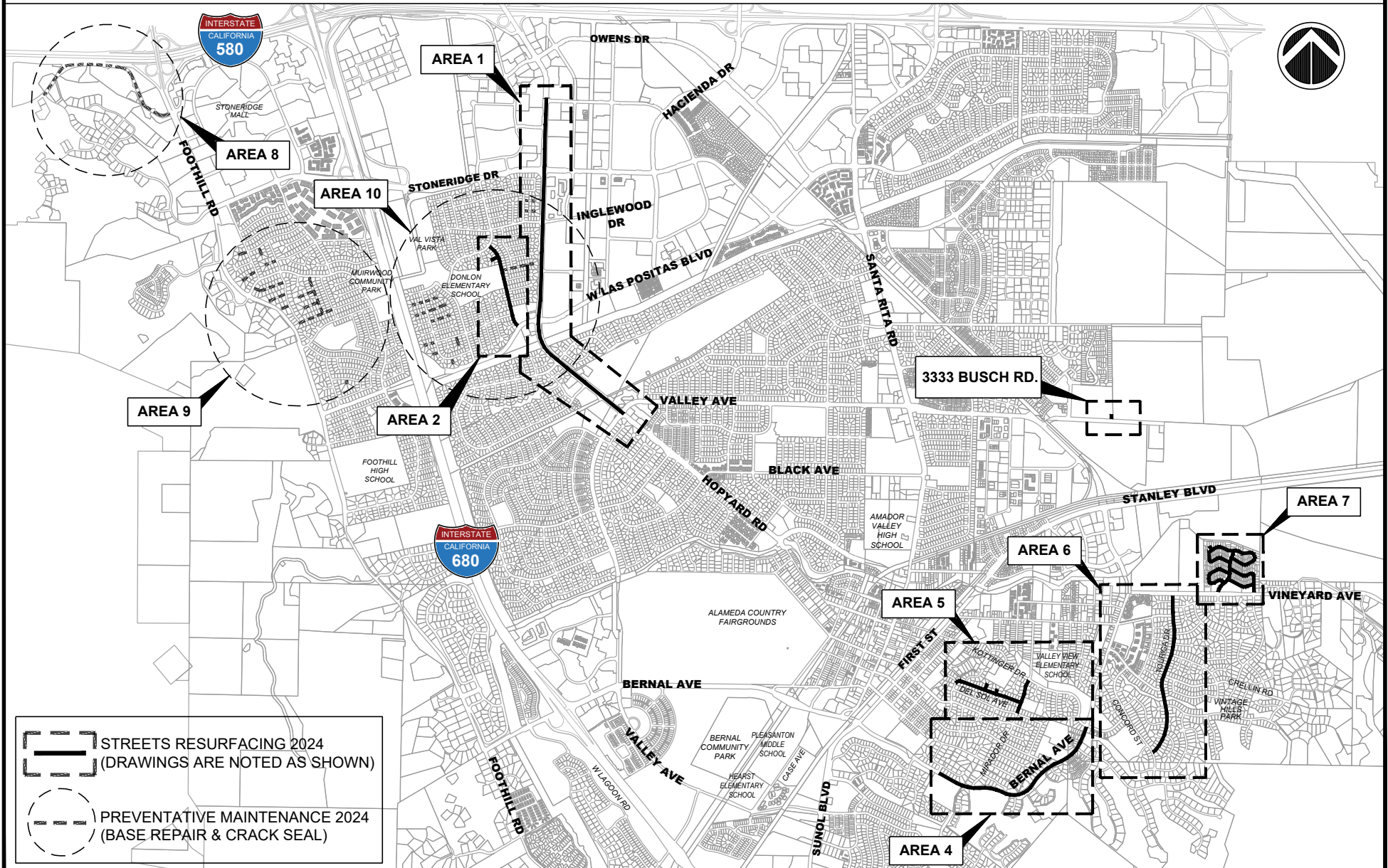
CITY OF PLEASANTON

PUBLIC WORKS DEPARTMENT

Attachment 1

ANNUAL STREETS RESURFACING AND PREVENTATIVE MAINTENANCE PROJECT CIP NO. 24503

LOCATION MAP



				Engineer's Estimate		#1		#2	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						O'Grady Paving 2513 Wyancotte Street Mountain View, CA 94043		MCK Services Inc. 865 Howe Road, Ste B Martinez, CA 94553	
Bid Items									
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	TRAFFIC CONTROL	1	LS	\$500,000.00	\$500,000.00	\$485,000.00	\$485,000.00	\$320,000.00	\$320,000.00
2	TYPE A HMA	20,000	TN	\$121.00	\$2,420,000.00	\$127.00	\$2,540,000.00	\$123.25	\$2,465,000.00
3	AC LEVELING	100	TN	\$160.00	\$16,000.00	\$200.00	\$20,000.00	\$200.00	\$20,000.00
4	4" THICK PAVEMENT REPAIR	192,000	SF	\$4.75	\$912,000.00	\$5.30	\$1,017,600.00	\$6.35	\$1,219,200.00
5	COLD-IN-PLACE RECYCLE PAVEMENT (CIR), t=4"	893,045	SF	\$1.70	\$1,518,176.50	\$1.45	\$1,294,915.25	\$1.60	\$1,428,872.00
6	COLD PLANE MILLING, d<3	350,435	SF	\$0.52	\$182,226.20	\$0.80	\$280,348.00	\$0.50	\$175,217.50
7	COLD PLANE MILLING, d>3	4,650	SF	\$0.65	\$3,022.50	\$2.00	\$9,300.00	\$2.85	\$13,252.50
8	PAVING MAT	9,260	SQ. YD	\$4.35	\$40,281.00	\$3.75	\$34,725.00	\$2.90	\$26,854.00
9	CRACK SEAL	8,000	LBS	\$6.75	\$54,000.00	\$3.50	\$28,000.00	\$5.00	\$40,000.00
10	6' AC WEDGE CUT AT LIP OF GUTTER PAN	25,617	LF	\$2.15	\$55,076.55	\$2.00	\$51,234.00	\$2.35	\$60,199.95
11	15' AC WEDGE CUT AT STREET CONFORM	487	LF	\$10.00	\$4,870.00	\$5.00	\$2,435.00	\$20.25	\$9,861.75
12	LOWER EXISTING MANHOLE PRIOR TO CIR TREATMENT & COLD-PLANE	113	EA	\$620.00	\$70,060.00	\$400.00	\$45,200.00	\$350.00	\$39,550.00
13	LOWER EXISTING WATER VALVE/MON PRIOR TO CIR TREATMENT & COLD-PLANE	184	EA	\$500.00	\$92,000.00	\$300.00	\$55,200.00	\$250.00	\$46,000.00
14	RAISE EXISTING MANHOLE FRAME AND COVER TO GRADE	200	EA	\$1,000.00	\$200,000.00	\$800.00	\$160,000.00	\$950.00	\$190,000.00
15	RAISE EXISTING WATER VALVE, CLEANOUT, AND DETECTOR HANDHOLE TO GRADE	239	EA	\$750.00	\$179,250.00	\$500.00	\$119,500.00	\$725.00	\$173,275.00
16	RAISE EXISTING MONUMENT TO GRADE	131	EA	\$750.00	\$98,250.00	\$500.00	\$65,500.00	\$725.00	\$94,975.00
17	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKERS	55	EA	\$35.00	\$1,925.00	\$27.50	\$1,512.50	\$25.00	\$1,375.00
18	INSTALL DETAIL 9	480	LF	\$1.50	\$720.00	\$1.10	\$528.00	\$1.00	\$480.00
19	INSTALL DETAIL 12	27,275	LF	\$1.35	\$36,821.25	\$1.10	\$30,002.50	\$1.00	\$27,275.00
20	INSTALL DETAIL 22	6,290	LF	\$3.75	\$23,587.50	\$3.10	\$19,499.00	\$2.75	\$17,297.50
21	INSTALL DETAIL 25	8,615	LF	\$1.85	\$15,937.75	\$1.70	\$14,645.50	\$1.50	\$12,922.50
22	INSTALL DETAIL 29	1,499	LF	\$5.50	\$8,244.50	\$6.10	\$9,143.90	\$5.50	\$8,244.50
23	INSTALL DETAIL 37B	5,445	LF	\$2.25	\$12,251.25	\$1.70	\$9,256.50	\$1.50	\$8,167.50
24	INSTALL DETAIL 38	5,478	LF	\$2.10	\$11,503.80	\$2.00	\$10,956.00	\$1.75	\$9,586.50
25	INSTALL DETAIL 38A	2,275	LF	\$1.35	\$3,071.25	\$1.70	\$3,867.50	\$1.50	\$3,412.50
26	INSTALL DETAIL 39	25,816	LF	\$1.45	\$37,433.20	\$1.40	\$36,142.40	\$1.25	\$32,270.00
27	INSTALL DETAIL 39A	5,497	LF	\$1.40	\$7,695.80	\$1.40	\$7,695.80	\$1.25	\$6,871.25

				Engineer's Estimate		#1		#2	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						O'Grady Paving 2513 Wyancotte Street Mountain View, CA 94043		MCK Services Inc. 865 Howe Road, Ste B Martinez, CA 94553	
28	INSTALL DETAIL 40	1,661	LF	\$2.50	\$4,152.50	\$3.30	\$5,481.30	\$3.00	\$4,983.00
29	INSTALL TYPE IV ARROW	106	EA	\$135.00	\$14,310.00	\$132.00	\$13,992.00	\$120.00	\$12,720.00
30	INSTALL TYPE VI ARROW	4	EA	\$300.00	\$1,200.00	\$374.00	\$1,496.00	\$340.00	\$1,360.00
31	INSTALL 12" YELLOW/WHITE X-WALK	2,086	LF	\$8.00	\$16,688.00	\$11.00	\$22,946.00	\$10.00	\$20,860.00
32	INSTALL 12" YELLOW/WHITE STRIPING	7,403	LF	\$7.50	\$55,522.50	\$11.00	\$81,433.00	\$10.00	\$74,030.00
33	INSTALL 4" WHITE STRIPING	1,064	LF	\$2.00	\$2,128.00	\$3.30	\$3,511.20	\$3.00	\$3,192.00
34	INSTALL 6" WHITE STRIPING	60	LF	\$2.65	\$159.00	\$4.40	\$264.00	\$4.00	\$240.00
35	INSTALL 8" WHITE STRIPING	100	LF	\$3.75	\$375.00	\$6.10	\$610.00	\$5.50	\$550.00
36	INSTALL "STOP" OR "YIELD" LEGEND	14	EA	\$175.00	\$2,450.00	\$242.00	\$3,388.00	\$220.00	\$3,080.00
37	INSTALL "STOP AHEAD","PED XING" OR "KEEP CLEAR"LEGEND	10	EA	\$380.00	\$3,800.00	\$583.00	\$5,830.00	\$530.00	\$5,300.00
38	INSTALL "SCHOOL SLOW XING" LEGEND	4	EA	\$650.00	\$2,600.00	\$858.00	\$3,432.00	\$780.00	\$3,120.00
39	INSTALL "25" "40" OR "45" SPEED LEGEND	20	EA	\$110.00	\$2,200.00	\$220.00	\$4,400.00	\$200.00	\$4,000.00
40	INSTALL "YIELD" MARKING SYMBOL	90	LF	\$12.00	\$1,080.00	\$16.50	\$1,485.00	\$15.00	\$1,350.00
41	INSTALL BIKE LANE SYMBOL & ARROW/SHARROW LEGEND	40	EA	\$110.00	\$4,400.00	\$242.00	\$9,680.00	\$220.00	\$8,800.00
42	INSTALL GREEN COLOR BIKE LANE	12,483	SF	\$8.25	\$102,984.75	\$7.70	\$96,119.10	\$7.00	\$87,381.00
43	PAINT MEDIAN CURB (NOSE) WHITE/YELLOW	453	LF	\$5.00	\$2,265.00	\$8.80	\$3,986.40	\$8.00	\$3,624.00
44	INSTALL TRAFFIC DETECTOR LOOPS (TYPE A)	84	EA	\$600.00	\$50,400.00	\$630.00	\$52,920.00	\$410.00	\$34,440.00
45	INSTALL TRAFFIC DETECTOR LOOPS (TYPE D)	70	EA	\$600.00	\$42,000.00	\$650.00	\$45,500.00	\$410.00	\$28,700.00
46	REMOVE & REPLACE EXISTING SPEED LUMP	4	EA	\$4,500.00	\$18,000.00	\$10,000.00	\$40,000.00	\$10,000.00	\$40,000.00
47	3333 BUSCH ROAD-Access Road Improvements	1	LS	\$35,000.00	\$35,000.00	\$85,000.00	\$85,000.00	\$88,000.00	\$88,000.00
48	CHANGEABLE MESSAGE SIGN (CMS)	8	EA	\$2,750.00	\$22,000.00	\$3,000.00	\$24,000.00	\$5,000.00	\$40,000.00
49	INSTALL CITY'S PROJECT IDENTIFICATION SIGNS (DWG#603)	4	EA	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$3,500.00	\$14,000.00
	TOTAL:				\$6,892,118.80		\$6,861,680.85		\$6,929,889.95
	:Corrected Value								

				Engineer's Estimate		#3		#4	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						McGuire Hester 2810 Harbor Bay Parkway Alameda, CA 94502		Granite Construction Co 715 Comstock Street Santa Clara, CA 95054	
Bid Items									
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	TRAFFIC CONTROL	1	LS	\$500,000.00	\$500,000.00	\$518,813.20	\$518,813.20	\$659,606.25	\$659,606.25
2	TYPE A HMA	20,000	TN	\$121.00	\$2,420,000.00	\$125.00	\$2,500,000.00	\$140.00	\$2,800,000.00
3	AC LEVELING	100	TN	\$160.00	\$16,000.00	\$215.00	\$21,500.00	\$140.00	\$14,000.00
4	4" THICK PAVEMENT REPAIR	192,000	SF	\$4.75	\$912,000.00	\$6.25	\$1,200,000.00	\$5.50	\$1,056,000.00
5	COLD-IN-PLACE RECYCLE PAVEMENT (CIR), t=4"	893,045	SF	\$1.70	\$1,518,176.50	\$1.90	\$1,696,785.50	\$1.80	\$1,607,481.00
6	COLD PLANE MILLING, d<3	350,435	SF	\$0.52	\$182,226.20	\$0.45	\$157,695.75	\$0.40	\$140,174.00
7	COLD PLANE MILLING, d>3	4,650	SF	\$0.65	\$3,022.50	\$0.93	\$4,324.50	\$1.20	\$5,580.00
8	PAVING MAT	9,260	SQ. YD	\$4.35	\$40,281.00	\$3.50	\$32,410.00	\$5.00	\$46,300.00
9	CRACK SEAL	8,000	LBS	\$6.75	\$54,000.00	\$3.10	\$24,800.00	\$3.00	\$24,000.00
10	6' AC WEDGE CUT AT LIP OF GUTTER PAN	25,617	LF	\$2.15	\$55,076.55	\$2.15	\$55,076.55	\$2.50	\$64,042.50
11	15' AC WEDGE CUT AT STREET CONFORM	487	LF	\$10.00	\$4,870.00	\$12.15	\$5,917.05	\$5.00	\$2,435.00
12	LOWER EXISTING MANHOLE PRIOR TO CIR TREATMENT & COLD-PLANE	113	EA	\$620.00	\$70,060.00	\$370.00	\$41,810.00	\$350.00	\$39,550.00
13	LOWER EXISTING WATER VALVE/MON PRIOR TO CIR TREATMENT & COLD-PLANE	184	EA	\$500.00	\$92,000.00	\$265.00	\$48,760.00	\$250.00	\$46,000.00
14	RAISE EXISTING MANHOLE FRAME AND COVER TO GRADE	200	EA	\$1,000.00	\$200,000.00	\$1,003.00	\$200,600.00	\$950.00	\$190,000.00
15	RAISE EXISTING WATER VALVE, CLEANOUT, AND DETECTOR HANDHOLE TO GRADE	239	EA	\$750.00	\$179,250.00	\$765.00	\$182,835.00	\$725.00	\$173,275.00
16	RAISE EXISTING MONUMENT TO GRADE	131	EA	\$750.00	\$98,250.00	\$765.00	\$100,215.00	\$725.00	\$94,975.00
17	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKERS	55	EA	\$35.00	\$1,925.00	\$26.00	\$1,430.00	\$25.00	\$1,375.00
18	INSTALL DETAIL 9	480	LF	\$1.50	\$720.00	\$1.00	\$480.00	\$1.00	\$480.00
19	INSTALL DETAIL 12	27,275	LF	\$1.35	\$36,821.25	\$1.05	\$28,638.75	\$1.00	\$27,275.00
20	INSTALL DETAIL 22	6,290	LF	\$3.75	\$23,587.50	\$2.90	\$18,241.00	\$2.75	\$17,297.50
21	INSTALL DETAIL 25	8,615	LF	\$1.85	\$15,937.75	\$1.55	\$13,353.25	\$1.50	\$12,922.50
22	INSTALL DETAIL 29	1,499	LF	\$5.50	\$8,244.50	\$5.75	\$8,619.25	\$5.50	\$8,244.50
23	INSTALL DETAIL 37B	5,445	LF	\$2.25	\$12,251.25	\$1.50	\$8,167.50	\$1.50	\$8,167.50
24	INSTALL DETAIL 38	5,478	LF	\$2.10	\$11,503.80	\$1.80	\$9,860.40	\$1.75	\$9,586.50
25	INSTALL DETAIL 38A	2,275	LF	\$1.35	\$3,071.25	\$1.55	\$3,526.25	\$1.50	\$3,412.50
26	INSTALL DETAIL 39	25,816	LF	\$1.45	\$37,433.20	\$1.30	\$33,560.80	\$1.25	\$32,270.00
27	INSTALL DETAIL 39A	5,497	LF	\$1.40	\$7,695.80	\$1.30	\$7,146.10	\$1.25	\$6,871.25

				Engineer's Estimate		#3		#4	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						McGuire Hester 2810 Harbor Bay Parkway Alameda, CA 94502		Granite Construction Co 715 Comstock Street Santa Clara, CA 95054	
28	INSTALL DETAIL 40	1,661	LF	\$2.50	\$4,152.50	\$3.00	\$4,983.00	\$3.00	\$4,983.00
29	INSTALL TYPE IV ARROW	106	EA	\$135.00	\$14,310.00	\$125.00	\$13,250.00	\$120.00	\$12,720.00
30	INSTALL TYPE VI ARROW	4	EA	\$300.00	\$1,200.00	\$350.00	\$1,400.00	\$340.00	\$1,360.00
31	INSTALL 12” YELLOW/WHITE X-WALK	2,086	LF	\$8.00	\$16,688.00	\$10.50	\$21,903.00	\$10.00	\$20,860.00
32	INSTALL 12” YELLOW/WHITE STRIPING	7,403	LF	\$7.50	\$55,522.50	\$10.50	\$77,731.50	\$10.00	\$74,030.00
33	INSTALL 4” WHITE STRIPING	1,064	LF	\$2.00	\$2,128.00	\$3.00	\$3,192.00	\$3.00	\$3,192.00
34	INSTALL 6” WHITE STRIPING	60	LF	\$2.65	\$159.00	\$4.00	\$240.00	\$4.00	\$240.00
35	INSTALL 8” WHITE STRIPING	100	LF	\$3.75	\$375.00	\$5.70	\$570.00	\$5.50	\$550.00
36	INSTALL "STOP" OR "YIELD" LEGEND	14	EA	\$175.00	\$2,450.00	\$225.00	\$3,150.00	\$220.00	\$3,080.00
37	INSTALL "STOP AHEAD","PED XING" OR "KEEP CLEAR"LEGEND	10	EA	\$380.00	\$3,800.00	\$540.00	\$5,400.00	\$530.00	\$5,300.00
38	INSTALL "SCHOOL SLOW XING" LEGEND	4	EA	\$650.00	\$2,600.00	\$810.00	\$3,240.00	\$780.00	\$3,120.00
39	INSTALL "25" "40" OR "45" SPEED LEGEND	20	EA	\$110.00	\$2,200.00	\$200.00	\$4,000.00	\$200.00	\$4,000.00
40	INSTALL "YIELD" MARKING SYMBOL	90	LF	\$12.00	\$1,080.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00
41	INSTALL BIKE LANE SYMBOL & ARROW/SHARROW LEGEND	40	EA	\$110.00	\$4,400.00	\$220.00	\$8,800.00	\$220.00	\$8,800.00
42	INSTALL GREEN COLOR BIKE LANE	12,483	SF	\$8.25	\$102,984.75	\$7.35	\$91,750.05	\$7.00	\$87,381.00
43	PAINT MEDIAN CURB (NOSE) WHITE/YELLOW	453	LF	\$5.00	\$2,265.00	\$8.20	\$3,714.60	\$8.00	\$3,624.00
44	INSTALL TRAFFIC DETECTOR LOOPS (TYPE A)	84	EA	\$600.00	\$50,400.00	\$500.00	\$42,000.00	\$410.00	\$34,440.00
45	INSTALL TRAFFIC DETECTOR LOOPS (TYPE D)	70	EA	\$600.00	\$42,000.00	\$500.00	\$35,000.00	\$410.00	\$28,700.00
46	REMOVE & REPLACE EXISTING SPEED LUMP	4	EA	\$4,500.00	\$18,000.00	\$8,100.00	\$32,400.00	\$5,500.00	\$22,000.00
47	3333 BUSCH ROAD-Access Road Improvements	1	LS	\$35,000.00	\$35,000.00	\$62,000.00	\$62,000.00	\$60,000.00	\$60,000.00
48	CHANGEABLE MESSAGE SIGN (CMS)	8	EA	\$2,750.00	\$22,000.00	\$3,740.00	\$29,920.00	\$1,500.00	\$12,000.00
49	INSTALL CITY'S PROJECT IDENTIFICATION SIGNS (DWG#603)	4	EA	\$1,000.00	\$4,000.00	\$1,160.00	\$4,640.00	\$1,200.00	\$4,800.00
	TOTAL:				\$6,892,118.80		\$7,375,200.00		\$7,487,851.00
	:Corrected Value								

				Engineer's Estimate		#5		#6	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						DeSilva Gates 11555 Dublin Blvd Dublin, CA 94568		Ghilotti 246 Ghilotti Ave Santa Rosa, CA95407	
Bid Items									
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	TRAFFIC CONTROL	1	LS	\$500,000.00	\$500,000.00	\$1,345,832.00	\$1,345,832.00	\$285,000.00	\$285,000.00
2	TYPE A HMA	20,000	TN	\$121.00	\$2,420,000.00	\$110.00	\$2,200,000.00	\$145.00	\$2,900,000.00
3	AC LEVELING	100	TN	\$160.00	\$16,000.00	\$110.00	\$11,000.00	\$300.00	\$30,000.00
4	4" THICK PAVEMENT REPAIR	192,000	SF	\$4.75	\$912,000.00	\$5.50	\$1,056,000.00	\$9.00	\$1,728,000.00
5	COLD-IN-PLACE RECYCLE PAVEMENT (CIR), t=4"	893,045	SF	\$1.70	\$1,518,176.50	\$2.00	\$1,786,090.00	\$2.15	\$1,920,046.75
6	COLD PLANE MILLING, d<3	350,435	SF	\$0.52	\$182,226.20	\$0.60	\$210,261.00	\$0.50	\$175,217.50
7	COLD PLANE MILLING, d>3	4,650	SF	\$0.65	\$3,022.50	\$1.50	\$6,975.00	\$1.50	\$6,975.00
8	PAVING MAT	9,260	SQ. YD	\$4.35	\$40,281.00	\$5.00	\$46,300.00	\$3.35	\$31,021.00
9	CRACK SEAL	8,000	LBS	\$6.75	\$54,000.00	\$3.00	\$24,000.00	\$5.91	\$47,280.00
10	6' AC WEDGE CUT AT LIP OF GUTTER PAN	25,617	LF	\$2.15	\$55,076.55	\$3.00	\$76,851.00	\$4.00	\$102,468.00
11	15' AC WEDGE CUT AT STREET CONFORM	487	LF	\$10.00	\$4,870.00	\$3.00	\$1,461.00	\$35.00	\$17,045.00
12	LOWER EXISTING MANHOLE PRIOR TO CIR TREATMENT & COLD-PLANE	113	EA	\$620.00	\$70,060.00	\$350.00	\$39,550.00	\$350.00	\$39,550.00
13	LOWER EXISTING WATER VALVE/MON PRIOR TO CIR TREATMENT & COLD-PLANE	184	EA	\$500.00	\$92,000.00	\$250.00	\$46,000.00	\$250.00	\$46,000.00
14	RAISE EXISTING MANHOLE FRAME AND COVER TO GRADE	200	EA	\$1,000.00	\$200,000.00	\$950.00	\$190,000.00	\$950.00	\$190,000.00
15	RAISE EXISTING WATER VALVE, CLEANOUT, AND DETECTOR HANDHOLE TO GRADE	239	EA	\$750.00	\$179,250.00	\$725.00	\$173,275.00	\$725.00	\$173,275.00
16	RAISE EXISTING MONUMENT TO GRADE	131	EA	\$750.00	\$98,250.00	\$725.00	\$94,975.00	\$725.00	\$94,975.00
17	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKERS	55	EA	\$35.00	\$1,925.00	\$25.00	\$1,375.00	\$25.00	\$1,375.00
18	INSTALL DETAIL 9	480	LF	\$1.50	\$720.00	\$1.00	\$480.00	\$1.00	\$480.00
19	INSTALL DETAIL 12	27,275	LF	\$1.35	\$36,821.25	\$1.00	\$27,275.00	\$1.00	\$27,275.00
20	INSTALL DETAIL 22	6,290	LF	\$3.75	\$23,587.50	\$3.00	\$18,870.00	\$2.75	\$17,297.50
21	INSTALL DETAIL 25	8,615	LF	\$1.85	\$15,937.75	\$1.00	\$8,615.00	\$1.50	\$12,922.50
22	INSTALL DETAIL 29	1,499	LF	\$5.50	\$8,244.50	\$5.00	\$7,495.00	\$5.50	\$8,244.50
23	INSTALL DETAIL 37B	5,445	LF	\$2.25	\$12,251.25	\$1.00	\$5,445.00	\$1.50	\$8,167.50
24	INSTALL DETAIL 38	5,478	LF	\$2.10	\$11,503.80	\$2.00	\$10,956.00	\$1.75	\$9,586.50
25	INSTALL DETAIL 38A	2,275	LF	\$1.35	\$3,071.25	\$1.00	\$2,275.00	\$1.50	\$3,412.50
26	INSTALL DETAIL 39	25,816	LF	\$1.45	\$37,433.20	\$1.00	\$25,816.00	\$1.25	\$32,270.00
27	INSTALL DETAIL 39A	5,497	LF	\$1.40	\$7,695.80	\$1.00	\$5,497.00	\$1.25	\$6,871.25

				Engineer's Estimate		#5		#6	
ANNUAL STREETS RESURFACING-24503 Bid Opening: 3/18/2024 2:00pm Owner: City of Pleasanton						DeSilva Gates 11555 Dublin Blvd Dublin, CA 94568		Ghilotti 246 Ghilotti Ave Santa Rosa, CA95407	
28	INSTALL DETAIL 40	1,661	LF	\$2.50	\$4,152.50	\$3.00	\$4,983.00	\$3.00	\$4,983.00
29	INSTALL TYPE IV ARROW	106	EA	\$135.00	\$14,310.00	\$120.00	\$12,720.00	\$120.00	\$12,720.00
30	INSTALL TYPE VI ARROW	4	EA	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$340.00	\$1,360.00
31	INSTALL 12” YELLOW/WHITE X-WALK	2,086	LF	\$8.00	\$16,688.00	\$10.00	\$20,860.00	\$10.00	\$20,860.00
32	INSTALL 12” YELLOW/WHITE STRIPING	7,403	LF	\$7.50	\$55,522.50	\$10.00	\$74,030.00	\$10.00	\$74,030.00
33	INSTALL 4” WHITE STRIPING	1,064	LF	\$2.00	\$2,128.00	\$3.00	\$3,192.00	\$3.00	\$3,192.00
34	INSTALL 6” WHITE STRIPING	60	LF	\$2.65	\$159.00	\$4.00	\$240.00	\$4.00	\$240.00
35	INSTALL 8” WHITE STRIPING	100	LF	\$3.75	\$375.00	\$6.00	\$600.00	\$5.50	\$550.00
36	INSTALL "STOP" OR "YIELD" LEGEND	14	EA	\$175.00	\$2,450.00	\$200.00	\$2,800.00	\$220.00	\$3,080.00
37	INSTALL "STOP AHEAD","PED XING" OR "KEEP CLEAR"LEGEND	10	EA	\$380.00	\$3,800.00	\$500.00	\$5,000.00	\$530.00	\$5,300.00
38	INSTALL "SCHOOL SLOW XING" LEGEND	4	EA	\$650.00	\$2,600.00	\$700.00	\$2,800.00	\$780.00	\$3,120.00
39	INSTALL "25" "40" OR "45" SPEED LEGEND	20	EA	\$110.00	\$2,200.00	\$200.00	\$4,000.00	\$200.00	\$4,000.00
40	INSTALL "YIELD" MARKING SYMBOL	90	LF	\$12.00	\$1,080.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00
41	INSTALL BIKE LANE SYMBOL & ARROW/SHARROW LEGEND	40	EA	\$110.00	\$4,400.00	\$200.00	\$8,000.00	\$220.00	\$8,800.00
42	INSTALL GREEN COLOR BIKE LANE	12,483	SF	\$8.25	\$102,984.75	\$7.00	\$87,381.00	\$7.00	\$87,381.00
43	PAINT MEDIAN CURB (NOSE) WHITE/YELLOW	453	LF	\$5.00	\$2,265.00	\$8.00	\$3,624.00	\$8.00	\$3,624.00
44	INSTALL TRAFFIC DETECTOR LOOPS (TYPE A)	84	EA	\$600.00	\$50,400.00	\$400.00	\$33,600.00	\$750.00	\$63,000.00
45	INSTALL TRAFFIC DETECTOR LOOPS (TYPE D)	70	EA	\$600.00	\$42,000.00	\$400.00	\$28,000.00	\$750.00	\$52,500.00
46	REMOVE & REPLACE EXISTING SPEED LUMP	4	EA	\$4,500.00	\$18,000.00	\$3,000.00	\$12,000.00	\$5,500.00	\$22,000.00
47	3333 BUSCH ROAD-Access Road Improvements	1	LS	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00
48	CHANGEABLE MESSAGE SIGN (CMS)	8	EA	\$2,750.00	\$22,000.00	\$7,000.00	\$56,000.00	\$6,000.00	\$48,000.00
49	INSTALL CITY'S PROJECT IDENTIFICATION SIGNS (DWG#603)	4	EA	\$1,000.00	\$4,000.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00
	TOTAL:				\$6,892,118.80		\$7,849,849.00		\$8,407,645.50
	:Corrected Value								

ANNUAL STREET RESURFACING & RECONSTRUCTION

CIP NO. 23503 & 24503

04/16/24

Project Funding to Date	<u>Amount</u>	<u>Totals</u>
<i>Annual Street Resurfacing & Reconstructon, CIP No. 23503</i>		
Gas Tax (Fund 160)	\$986,606	
Measure BB - Bike & Pedestrian (Fund 165/163)	168,487	
Measure BB - Streets (Fund 170/164)	1,529,638	
Measure F (Fund 166)	349,822	
Streets CIP (Fund 211)	324,865	
<i>CIP No. 23503 Sub-Total</i>	<i>\$3,359,418</i>	
<i>Annual Street Resurfacing & Reconstructon, CIP No. 24503</i>		
2023-24 CIP Allocation (Gas Tax - Fund 160)	\$1,450,000	
2023-24 CIP Allocation (Measure F - Fund 166)	450,000	
2023-24 CIP Allocation (MBB Streets - Fund 170)	2,300,000	
<i>CIP No. 24503 Sub-Total</i>	<i>\$4,200,000</i>	
TOTAL PROJECT FUNDING TO DATE		<u>\$7,559,418</u>
<u>Project Expenditures to Date</u>		
Miscellaenous Expenses	\$272	
Total Project Expenditures to Date	\$272	
<u>Anticipated Project Expenditures</u>		
O'Grady Paving, Inc. - Construction Contract	\$6,861,681	
O'Grady Paving, Inc. - Contingency (approximately 15%)	1,029,252	
Suverying Services (On-Call Contractor)	43,750	
Material Testing Services (On-Call Contractor)	30,000	
Miscellaenous Expenses	5,000	
Total Anticipated Project Expenditures	\$7,969,683	
TOTAL PROJECT EXPENDITURES		<u>\$7,969,955</u>
<u>Funding Balance/ (Shortfall)</u>		
Current (Shortfall)		<u>(410,538)</u>
Transfer from Annual Slurry Seal, CIP No. 24504 - Gas Tax (Fund 160)	\$327,011	
Transfer from Police Admin - General Fund (00122100-440104)	83,527	
	\$410,538	

CITY COUNCIL AGENDA REPORT

April 16, 2024
Public Works - Engineering Division

TITLE: AWARD A PROFESSIONAL SERVICES AGREEMENT TO KAYUGA SOLUTION IN THE NOT-TO-EXCEED AMOUNT OF \$688,270 FOR THE ASSET MANAGEMENT PLAN PROJECT, CIP NO. 24460, AND AUTHORIZE AN AMENDMENT TO THE AGREEMENT WITH GHD, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$61,730 FOR THE INTEGRATION OF MAINTSTAR WITH THE ASSET MANAGEMENT PROGRAM

SUMMARY

The Asset Management Plan (AMP) will be an integrative planning document, incorporating the City's various master plans and inventories for the overall management of the City's infrastructure. It will aid in updating the long-term and 10-year Capital Improvement Program (CIP) plans and the repair and replacement plans. The entire multi-year AMP project will include three phases: Phase 1 will develop a strategy and framework; Phase 2 will implement software, asset inventories, and communication; and Phase 3 will expand the program for life cycle and long-range planning. City staff advertised a Request for Qualifications and received Statements of Qualifications (SOQs) with sealed cost proposals. Based on staff ratings of the SOQs, consultants' presentations, and responses during interviews, staff identified Kayuga Solution as the top qualified consultant. Kayuga Solution proposes using cloud-based software, which it developed and is in use in other cities. Staff recommends awarding the professional services agreement to the most qualified responding consultant, Kayuga Solution, for a not-to-exceed amount of \$688,270 for the first two phases of the Asset Management Plan Project, CIP No. 24460. Following the completion of Phase 2, the City will have developed the framework for the AMP, combined the City's various inventories into a centralized database and completed a high-level condition assessment for most large-value assets. In addition, the information will be entered into a new asset management software, providing a single location to review and analyze the budgetary needs of most of the City's critical assets.

Concurrently, the City is nearing completion of an update to the MaintStar computerized maintenance management system and will continue to use this system as the main portal for data entry. This system will also populate the AMP that Kayuga Solution will develop. During Phases 1 and 2 of the AMP project, Kayuga will work with the MaintStar consultant, GHD, Inc., to integrate the asset data. Staff recommends entering into a third amendment to the professional services agreement with GHD, Inc., for consulting services for an additional not-to-exceed amount of \$61,730 during the first two phases of the Asset Management Plan Project, CIP No. 24460.

RECOMMENDATION

Award a professional services agreement to Kayuga Solution in the not-to-exceed amount of \$688,270 for the Asset Management Plan Project, CIP No. 24460, and authorize an amendment to the agreement with GHD, Inc., in the not-to-exceed amount of \$61,730 for the integration of MaintStar with the Asset Management Program.

1. Approve a professional services agreement with Kayuga Solution in the not-to-exceed amount of \$688,270.
2. Authorize a third amendment to the agreement with GHD, Inc., for the not-to-exceed amount of \$61,730 and to extend the term of the agreement to December 31, 2025, for the integration of MaintStar with the Asset Management Program.
3. Authorize the City Manager or designee to enter into the project agreements.

BACKGROUND

The City's ONE Pleasanton five-year strategic plan includes a City Council strategy to develop an asset management plan and address comprehensive long-term planning for maintenance, renovation, repair, and replacement of infrastructure and public facilities to meet current and future needs. The City has identified a need to integrate the existing separate asset tracking programs utilized by various departments and add any future applications into a single reporting and planning system platform. The Asset Management Plan, CIP No. 24460, was created to oversee the integration.

The integrated asset management system will serve all City departments and City-owned property and infrastructure. In some instances, there is complete asset data in software such as StreetSaver, MaintStar, and ArcGIS, while other data is collected in spreadsheets. Overall, the City is not fully leveraging the asset data to develop life cycle master planning, capital projects for renewal or replacement, and maintenance risk prioritization. The City has initiated an update to the MaintStar system, which is expected to have completed workflow improvements this year. The Public Works Department will continue to use MaintStar as its main point of entry for asset data and work orders and will expand the system for additional facility assets as part of the AMP project. The new integrated asset management system will capture that data along with data in other software for a single planning tool.

In November 2023, staff met to initiate and clarify the asset data within the City. The information gathered over the following months highlighted the variety of software currently in use and the need for an integrated reporting platform, by either expanding current software or implementing new software. Staff reached out to other cities with similar experiences in asset management planning; from the responses it was determined that hiring a consultant with expertise in City asset management planning using a qualifications-based process would be the best strategy. With funding provided over multiple fiscal years, staff identified the three following phases (with the most significant amount of work in Phase 2):

1. Assess the current asset data, develop a new citywide asset framework, and define objectives and performance measures;
2. Implement integrative software, complete asset inventories and condition assessments, and prioritize maintenance risk; and
3. Identify replacement costs and inform life cycle planning.

The Request for Qualifications was developed to identify the best consultant with broad knowledge of city services to oversee all three phases. Sealed cost proposals were also requested, with the RFQ to be opened after selecting the best-qualified consultant. The scope of work for each phase outlined in the cost proposal would be selected based on the fee

meeting the programmed budget.

DISCUSSION

A successful asset management program needs to define what an asset is. At its core, an asset lasts more than a year and requires investment, maintenance, and, eventually, replacement. In business, capital assets generally are valued at greater than \$5,000, provide a return on investment, and are depreciated. In a public realm where cities maintain assets to serve the residents, access to and quality of City-provided services are important to determine which assets are in the program. Assets support City services rather than investments, and many have a higher risk classification and need to be managed for redundancy, quicker repair with stockpiled parts, or a shorter replacement life cycle. Assets may look the same in the program but may not have the same importance or risk. Every individual City asset needs to balance the risk, level of service, cost of service, and resident expectations within the asset management program.

The AMP project will capture several key infrastructure components, including facilities, parks, streets, water, sewer, storm, streetlights, street signals, sidewalks and ADA (Americans with Disabilities) ramps, urban forest, fencing, trails, fleet, fire, police, recreation and more. The program will identify gaps in available information and fill the gaps by performing high-level inventory and condition assessments that can be used for high-level budgeting.

The AMP software is set up to pull information from existing programs to keep data entry limited to the primary source of information. It will add the necessary conditions and budget information if this data is not available through the existing programs.

The framework will develop standardized naming criteria to create unique asset IDs, requiring updates to existing databases and software. With the recent implementation of Maintstar updates, additional work will be required to complete the build-out of the asset list and train staff on how to capture asset conditions and insert maintenance costs that can be used for better financial forecasting. It is recommended the City partner with the existing Maintstar integrator, GHD, Inc., to make the necessary updates so the database can be used to house all the assets maintained within the MaintStar system. There will be an additional need to work with other existing database software vendors, such as GIS, that will be identified in the future as the AMP project progresses. The Asset Management Plan Project, CIP No. 24460, can begin Phase 1 in May 2024 and be completed in five to six months, depending on staff's availability to provide background data to the consultant. Phase 2 can overlap with the end of Phase 1 and is estimated to be completed in an additional 12 to 13 months.

To expand the use of the tool to the highest and best use for life cycle planning, Phase 3 would be initiated and be completed in seven to eight months. The outcome will allow the tool to identify replacement costs, guide capital projects for renewal or replacement, and project budget needs. We are also looking for expanded tool software to provide input on asset planning impacted by code requirements, emergency resilience, technology obsolescence, and sustainability strategies.

Throughout the Asset Management Plan Project, providing education and guidance for staff is critical for successful change management. Part of a communication strategy is defining public information to communicate better the need for life cycle planning of public assets and the need for capital funds to support aging infrastructure. Kayuga Solution has successfully

worked with the City of Livermore on an online presence to inform the city's residents.

With a start in May 2024, phases 1 and 2 are expected to be completed by the end of 2025 with the entire three-phase project expected to be completed by end of 2026. This is a year shorter than the original project funding proposal and includes project costs less than the funding.

Staff recommends awarding the professional services agreement to Kayuga Solution for a not-to-exceed amount of \$688,270 (Attachment 1) and entering into a third amendment to the professional services agreement with GHD, Inc., for consulting services for an additional amount of \$61,730 for a total new agreement amount of \$678,352 (Attachment 2) for the first two phases of the Asset Management Plan Project, CIP No. 24460.

Request for Qualifications

City staff advertised the Request for Qualifications on February 6, 2024, and received five Statements of Qualifications (SOQs) with sealed Cost Proposals on February 29, 2024. Staff reviewed the SOQs and interviewed four consultant teams on March 14, 2024. Based on staff ratings of the SOQs, consultants' presentations, and interview responses, staff identified Kayuga Solution as the top qualified consultant. Staff then opened the sealed Cost Proposal only from Kayuga Solution and determined its cost proposal for Phases 1 and 2 were within the project budget. Staff recommends awarding the professional services agreement to the most qualified responding consultant, Kayuga Solution in the not-to-exceed amount of \$688,270.

EQUITY AND SUSTAINABILITY

City Climate Action Plan (CAP 2.0) reduction in community greenhouse gas emissions and increasing buildings and energy resilience within the Buildings and Energy Strategy section is supported through an asset management program by helping to identify assets that are nearing end-of-life and an opportunity for implementing the supporting actions outlined in Strategy BE-1 and BE-2.

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 1 – Implement the four-year Capital Improvement Program (CIP) and Strategy 2 – Developing an Asset Management Plan. The Asset Management Plan will promote the effective use of existing facilities and infrastructure through maintenance and repair to benefit the community with a focus on environmental stewardship and to address comprehensive long-term planning to meet current and future needs.

FISCAL IMPACT

This project is funded by the Asset Management Plan project (CIP No. 24460). The project's total programmed amount in the four-year Capital Improvement Program is \$1.5 million, and \$750,000 is budgeted in FY 2023/24. The AMP project expenditure with the recommended consultants, Kayuga Solution and GHD, Inc., for Phases 1 and 2 is \$750,000. Phase 3 will be requested in future fiscal years and is estimated to be less than the total programmed funding.

Prepared by:



Tom Mucha, Associate Civil
Engineer/Architect

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Professional Services Agreement with Kayuga Solution
2. Amendment to Professional Services Agreement with GHD, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this **17th day of April 2024**, between the **CITY OF PLEASANTON**, a municipal corporation (“City”), and **Kayuga Solution, Inc**, whose address is 28241 Crown Valley Parkway F-216, Laguna Niguel, California 92677, and telephone number is (949) 300-3903, (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced in providing asset management services and software for the purposes specified in this Agreement.

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

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

1. **Consultant’s Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term**. This contract shall commence on the date written above and shall expire on **December 31, 2025**.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly time and material basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed the Total Professional Fees described in Exhibit A unless the parties agree pursuant to Section 7 below.

a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.

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.

5. Sufficiency of Consultant's Work.

a. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

b. 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, but the City.

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

6. Ownership of Work. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. 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.

8. 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.

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

10. 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.

11. Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant 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, 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.

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

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

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

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

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

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

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

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

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

13. **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: Colin Chung
Kayuga Solution, Inc
28241 Crown Valley Parkway, F-216
Laguna Niguel, CA 92677

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

14. **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.

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

16. **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.

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

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

19. **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.

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

21. **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.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **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.

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

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Gerry Beaudin, City Manager

By: _____
Colin Chung, President

ATTEST:

Jocelyn Kwong, City Clerk

Approved as to form:

Daniel G. Sodergren, City Attorney

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

Exhibit A



Scope of Services

Kayuga will provide the following scope of services to achieve the goals and objectives of the project.

Phase 1

1. Task 1 - Asset Management Roadmap

Documenting the current state of asset management practices starts with review of the existing information systems and asset data. This exercise aims to establish the City's asset management information system, a network of software and data sources used to support asset management decisions.

This task will identify and document existing software and data sources currently utilized (e.g., GIS, StreetSaver, MaintStar, Excel sheets, reports) to support asset management decisions. On the data side, all available asset data for each asset class (e.g., pavement, sidewalk, street signs) will be compiled from multiple data sources. As part of this process, a proposed asset hierarchy for all asset classes will be developed. The asset hierarchy will be established based on City's need with regards to reporting requirements (e.g., by department), budget sources (e.g., general fund vs. enterprise fund), and other considerations.

The review will continue with the availability of data attributes required to support asset management decisions (e.g., unique ID, location, install year, size, asset class, asset type, material, condition, replacement cost, estimated useful life, asset condition). Data review findings (i.e., data gap analysis) for each of the asset classes will be summarized. With all the available data identified and reviewed, Kayuga will focus on developing a data gap mitigation strategy for each asset class. Based on available resources, budget, and timeframe, Kayuga will work with the City to develop strategies to close the data gap in the most efficient manner. Depending on the need, the proposed strategy may include digital map review, desktop inventory, field inventory and condition assessment, and/or data-mining workshops with staff. Considering the City's constraints and internal prioritizations, an asset management roadmap with scope, schedule, and budget will be recommended for each of the asset classes.

Deliverables

- Asset Management Roadmap Memorandum

Phase 2

2. Task 2 - Asset Inventory and Condition Assessment

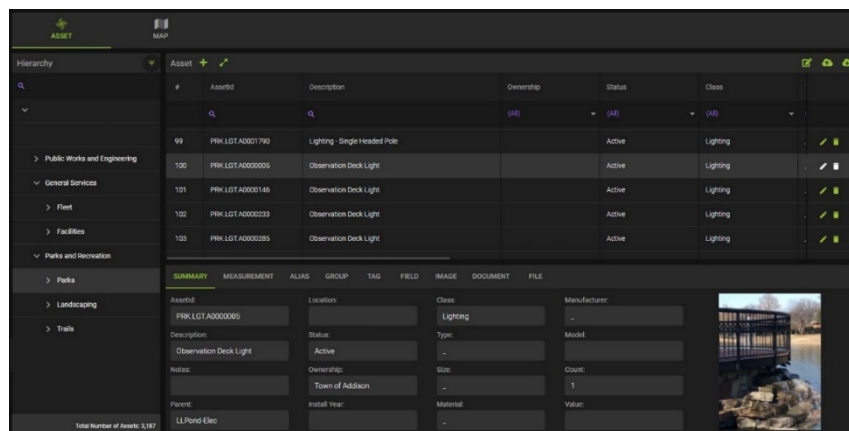
The asset inventory is the basis for all asset management and cost of ownership analyses. Before inventory starts, Kayuga will carefully review any existing data. Our goal is to supplement the data, not reinvent it. Where asset data does not exist, Kayuga will perform on-site asset inventory for facilities and assets listed in the RFP to create a

central database of assets owned and managed. For all visible or accessible assets, Kayuga will record asset attributes (e.g., size, type, material), assess current general condition, take note of any immediate and/or future maintenance needs, take pictures, and record the location of the asset using the GPS coordinates.

The asset register is a key component of the asset management program. It establishes the data foundation to support all asset management decisions and consolidates all data pertaining to the assets in the system. In addition, the asset register will help to develop the City's system of records (i.e., GIS database). The development process will be comprised of the following steps:

- Gather existing data
- Define an asset
- Establish asset hierarchy
- Develop asset classes
- Develop an asset register
- Develop GIS layers
- Develop IRIS

The figure to the right shows the example of IRIS window showing asset hierarchy, asset attributes, and photo.



The figure to the left shows an example of the IRIS map viewer window showing asset location within a park. Each point and polygon on the map viewer can be clicked to show asset details (i.e., attributes).

Deliverables

- Asset Inventory database (GIS layer, .csv files)
- Configuration and data upload for asset catalog, hierarchy, inventory, and attributes in IRIS

3. Task 3 - Estimate Replacement Cost

The goal of this task is to estimate the replacement cost of each asset. The estimated replacement cost can provide the City with an initial estimate to properly budget for the replacement of the asset. It should be noted that the estimated replacement cost does not represent a CIP project cost. Engineering, project management, permit, contingencies, and other direct and indirect costs are not typically factored in. For each asset, Kayuga will estimate the replacement cost. The estimated replacement cost will be based on our historical work on similar projects, manufacturer pricing, and/or review of the City's financial and maintenance records. Kayuga will work with the City to ensure that the replacement costs are reasonable and representative.

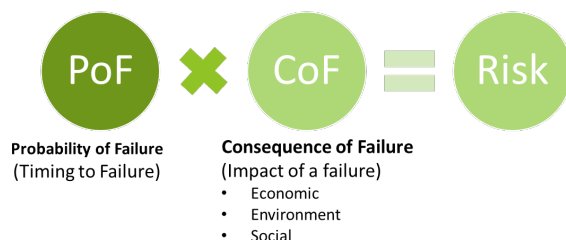
Deliverables

- Cost database (.csv files)
- Configuration and data upload for cost database in IRIS

4. Task 4 - Perform Risk Assessment

Although assets may look the same in the asset register, not all assets are of equal importance. Based on location and functionality, the same type of asset may completely differ in importance to the City (e.g., an asset in a neighborhood park vs. community park). Kayuga will utilize the concept of risk to help differentiate and prioritize the City's assets. Under limited resources and budget, the City will be able to utilize risk to help consistently and transparently prioritize the work to be performed and the budget required to mitigate the highest risk

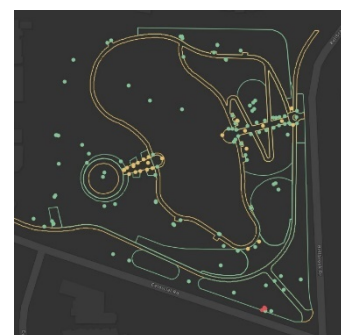
Risk will be based on the probability of failure (i.e., timing to failure) and consequence of failure (i.e., criticality, impact of failure). The probability of failure will be based on the condition score or age of the asset. Kayuga will work with the City to determine the appropriate consequence of failure assessment methodology. Every asset in the asset register will receive a risk score. Each risk score will be plotted on a risk matrix to understand which assets are of the highest importance and how much budget it will require to mitigate the highest risk for the City.



After the risk assessment, Kayuga will provide the City with documentation of the risk methodology and tools (e.g., risk scoring criteria) used to produce the risk results. Assets presenting the highest risk will be highlighted and discussed with the City. The following figure shows an example of the IRIS risk matrix window showing the distribution of assets in different risk levels. Each cell in this matrix can be clicked to show the list of assets and their associated attributes and costs.

Probability of Failure	1.0	\$0 0	\$370.92K 1	\$37.26K 7	\$214.17K 21	\$1.07M 108	High \$6.41M 1430
	0.9	\$0 0	\$218.48K 118	\$124.4K 11	\$1.62M 269	\$4.67M 1025	
	0.8	\$1.6K 2	\$388.68K 116	\$69.35K 12	\$626.19K 71	\$1.54M 71	
	0.7	\$8.75K 5	\$107.5K 65	\$4.02M 337	\$529.12K 486	\$1.58M 579	Medium \$2.66M 154
	0.6	\$7.5K 1	\$38.76K 55	\$1.38M 158	\$2.49M 290	\$11.54M 507	
	0.5	\$0 0	\$16K 4	\$1.2K 4	\$5K 1	\$936K 12	
	0.4	\$0 0	\$0 0	\$22.62K 46	\$21.98K 7	\$480K 7	Low \$30.16M 3504
	0.3	\$2K 1	\$61K 15	\$20.81K 12	\$65K 15	\$638.33K 22	
	0.2	\$28.48K 6	\$8.74K 13	\$411.83K 34	\$47K 5	\$226.74K 8	
	0.1	\$420 1	\$58.09K 14	\$249.34K 18	\$1.09M 24	\$3.99M 504	
		1	2	3	4	5	
		Consequence of Failure					

The figure to the right shows an example of the IRIS risk map viewer window showing asset locations within a park and their associated risk level represented in red (high), amber (medium), and green (low). An additional filtering mechanism enables selection of all high-risk assets for possible project bundling.



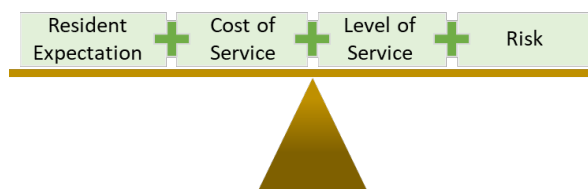
Deliverables

- Risk assessment methodology
- PoF, CoF, and Risk scores
- Risk assessment configuration and data upload in IRIS

5. Task 5 - Determine the Desired Level of Service

Levels of service are defined as the standard and quality of services to be provided. Defining and documenting the levels of service enables the City to establish balance between the levels of service and the cost of service. The key objective of asset management is to balance levels of service, cost of service, risk, and user expectation. Once the cost of service is better understood, the City can improve efficiency through better processes and risk mitigation.

Kayuga will work with the City to develop desired levels of service for the facilities and asset classes owned and managed by the City. The desired levels of service will be established considering the elements of safety, aesthetics, strategic goals of the City, social benefits, economic benefits, sustainability, and more. For buildings, desired levels of service may be related to Facility Condition Index. For walkways, the levels of service may be related not only to condition but also to mitigating trip hazards (i.e., sidewalk uplifts).



Deliverables

- Level of Service template and memo

6. Task 6 - Perform Life Cycle Cost and Cost of Ownership Analyses

A key aspect of asset management is to plan ahead and understand the cost required to sustain services. To address this aspect, Kayuga will perform life cycle cost assessment for each asset in the asset register. The life cycle cost assessment estimates the cost required to perform maintenance, refurbishment, and/or replacement for each asset. Life cycle cost assessment can be performed for any designated planning horizon (e.g., 5 years, 10 years, 20 years, 50 years) requested by the City.

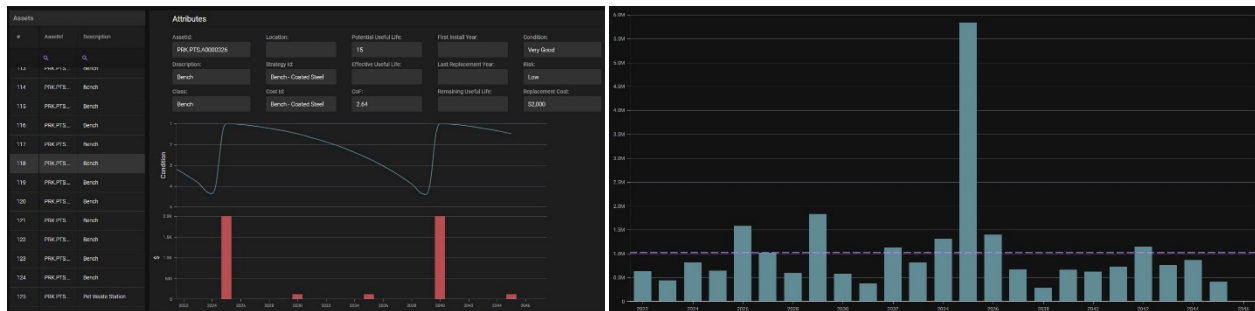
An important element of the life cycle cost process is the concept of management strategy. Kayuga will develop management strategies to characterize the life cycle behavior of all assets. These management strategies will include useful life as well as the timing and cost of maintenance and refurbishment activities. These management strategies will be influenced by the City's established levels of service. Kayuga will provide the City with a management strategy table and a renewal profile showing projected annual rehabilitation and replacement funding needs over the planning horizon. Kayuga will highlight the estimated budget required to maintain the assets.

Kayuga will utilize IRIS for life cycle cost calculation. IRIS will use the City's asset register and management strategies to calculate a life cycle cost of ownership for each asset. IRIS will model financial requirements and average investment requirements for any planning horizon chosen by the City, and it will identify the following for each year:

- Assets requiring action
- Type of action required (maintenance, rehabilitation, or replacement)
- Estimated cost for each asset action
- Estimated total budget required for each year

The long-range financial needs will be viewable at any level in the asset hierarchy (e.g., by facility, by park, by asset). Where limited budget is a concern, IRIS will help the City prioritize the actions based on risk and provide a minimum life cycle cost. This ensures all investments are prioritized and provides a transparent and consistent way to communicate how effectively asset investments are being made.

The following figure shows an example of the Replacement and Rehabilitation (R&R) cost projection in IRIS. Each bar in this graph can be clicked to show the list of assets and their associated attributes, type of activity (replacement or rehabilitation), and the associated costs.



Deliverables

- Management strategy database (.csv files)
- Configuration and data upload for management strategy database in IRIS
- Configure the lifecycle cost analysis in IRIS

7. Task 7 - Develop Asset Management Plan

With the completion of the risk, life-cycle cost, and cost of ownership analyses, Kayuga will document the project in an asset management plan. An asset management plan is a long-range planning document that provides a framework for understanding the assets an organization owns, services it provides, risks it assumes, and financial investments it requires. An asset management plan can help an organization move from reactive to proactive management of its physical and financial resources.

Deliverables

- Asset Management Plan report

8. Task 8 - Funding Scenario Analysis

Working together with City staff, Kayuga will develop a funding scenario analysis to show the level of work backlog at different funding levels. Through this exercise, the City will be able to answer the next asset management question: How much funding is necessary to sustain the delivery of services?

The results of the funding scenario analysis will be documented as an additional section in the Asset Management Plan. The chosen funding scenario will be used to develop the Capital Improvement Plan (CIP). The CIP packages will be created based on the annual list of recommended replacement and rehabilitation projects, prioritized by their associated risk score, and bundled based on logical grouping (e.g., by park, by facility). The individual asset replacement and rehabilitation will be added to the CIP package until it reaches the maximum funding level for each year. The remaining unfunded activities will be rolled over to the following year.

Deliverables

- Funding scenario analysis configuration and analysis in IRIS
- Inclusion of scenario analysis results in Asset Management Plan report

9. Task 9 - Communication and Program Building

It critical to communicate the infrastructure needs not only to the decision-makers, but also to the citizens and

stakeholders. The infrastructure problem is not only a City staff problem; it is a public problem that needs to be understood and addressed by all. With the completion of the risk, life-cycle cost, and cost of ownership analyses, Kayuga will document the project and provide presentations to City staff and the City Council.

Program Building focuses on establishing in-house asset management capabilities by bringing in asset management awareness, knowledge, and skills into the organization. Starting early and continuing to maintain staff engagement throughout the project duration can be achieved through workshops, on-the-job training (joining consultant in the field), general and targeted staff trainings, and creating customized dashboards to encourage the utilization of the asset management software.

Deliverables

- On-the-job training
- Trainings (business process, methodologies, software applications)
- City Council Meetings/Presentations
- Internal and external dashboards

Staff and Subconsultant List

Kayuga Project Team

No	Classification	Classification
1	Principal Consultant	Colin Chung
2	Principal Consultant	Iday Syachrani
2	Senior Consultant	Charisse Kimura
3	Asset Management Specialist	Jeff Herr Roger Kobata Jason Tran
4	GIS Specialist	Wayne Christian
5	Information System Specialist	Adnan Lodhi
6	Civil Engineer	Ludy Smeets

Subconsultant

- None proposed.

Rate Schedule

Following rate schedule is proposed for the Kayuga Team.

No	Classification	Hourly Rates
1	Principal Consultant	\$225
2	Senior Consultant	\$195

3	Civil Engineer	\$195
3	Asset Management Specialist	\$165
4	Information System Specialist	\$175
5	GIS Specialist	\$150

Compensation Total

Total Professional Fees

- Phase 1 (Task 1) - \$33,270
- Phase 2 (Tasks 2 to 9) - \$605,000

Software Costs (IRIS License and Maintenance)

Annual license and maintenance fee for IRIS asset management enterprise software is as follows:

- Year 1 (May 2024 to April 2025) - No Charge
- Year 2 (May 2025 to April 2026) - \$25,000
- Year 3 (May 2026 to April 2027) - \$25,000

Exclusions

The following exclusions apply to Kayuga's scope of service:

- Condition assessment is based on visual assessment.
- Inspections are limited to assets that can be safely accessed.
- No ADA assessment is included in the scope.
- No detailed structural assessment is included.
- No seismic assessment is included.
- No hazardous material testing is included.

City Assistance and Support

Kayuga requests the following support and assistance from the City:

- Facility access: The City to provide access to facilities and assets.
- Data access: The City to provide data access.
- Material Review – The City to review and comment on Kayuga's data collection, condition assessment, criticality assessment, replacement cost estimation, and other analytic outputs.
- Meeting coordination – The City to assist in scheduling meetings with staff upon request.

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is entered into this **17th day of April 2024**, by the **City of Pleasanton** ("City") and **GHD, Inc.** ("Consultant").

Whereas, on July 30, 2021, the City and Consultant entered into a Professional Services Agreement for workflow development and integration for a Computerized Maintenance Management System – CMMS;

Whereas, on July 1, 2023, the City and Consultant amended the Agreement by the First Amendment to extend the term through June 30, 2024;

Whereas, on December 6, 2023, the City and Consultant amended the Agreement by the Second Amendment to expand configuration and training and to add consulting and troubleshooting;

Whereas, the parties desire to add additional services, increase the total compensation, and extend the term;

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's Services" is amended to continue as-needed services for consulting and troubleshooting; and to add as-needed services to integrate MaintStar with the asset management program.
2. Section 3 of the Agreement "Terms" is amended to expire on **December 31, 2025**.
3. Section 4 of the Agreement "Compensation" the total compensation has been increased to **\$678,352** for the additional services due to the continued work and expansion of the tasks.
4. 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.
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 – GHD, Inc.

Gerry Beaudin, City Manager

Wayne Francisco

ATTEST:

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

Jocelyn Kwong, City Clerk

By: _____

Print: _____

APPROVED AS TO FORM:

Title: _____

Daniel G. Sodergren, City Attorney

CITY COUNCIL AGENDA REPORT

April 16, 2024

Public Works - Engineering Division

TITLE: ADOPT A RESOLUTION OF SUMMARY VACATION FOR PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS EASEMENTS AND ACCEPTANCE OF REPLACEMENT EMERGENCY ACCESS EASEMENT AND PEDESTRIAN ACCESS EASEMENT AT 4452 ROSEWOOD DRIVE

SUMMARY

Avalon Bay Communities purchased the property at 4452 Rosewood Drive to develop a high-density housing project originally contemplated by a Development Agreement executed in 2013. The Development Agreement followed the City's rezoning of the southern 8.4-acre portion of the Rosewood Commons business campus consistent with the Housing Element Update of 2011. Avalon Bay Communities designed its housing project with the assumption that City-held easements that encumber the property would be vacated and replaced. The easements include 50-foot-wide public service easements (PSE) along the Rosewood Drive and Owens Drive property frontages, as well as an emergency vehicle access easement (EVAE) extending north to south through the project site.

The California Streets and Highways Code prescribes the process to be used by the City to vacate public easements. This process requires, among other requirements, that the City formally notify those who benefit from the easements. The beneficiaries of the EVAE are the Livermore-Pleasanton Fire Department and the Pleasanton Police Department. The beneficiaries of the PSE are those purveyors who operate utility networks in Pleasanton (PG&E, AT&T, Comcast, and others). If the easements will be replaced in a similar or equivalent configuration, then this is disclosed in the notice, and a simplified "summary" vacation process is allowed by state law. The easement beneficiaries have the right to protest the planned vacation.

The City sent formal notices to each potential easement beneficiary asking whether they would object to the vacation process. One objection was received from telecommunications company Lumen which operates buried fiber optic cables within the PSE to be vacated. Lumen's existing cables were in direct conflict with buildings proposed by Avalon Bay. After much discussion, Avalon Bay and Lumen reached a consensus on a building and utility configuration that eliminated the conflict. The housing project is now ready to move forward, subject to the City's processing of the easement vacation as prescribed by §8330 et seq. of the California Streets and Highways Code.

RECOMMENDATION

Adopt a resolution of summary vacation for public service and emergency vehicle access easements and acceptance of replacement emergency access easement and pedestrian access easement at 4452 Rosewood Drive.

The Resolution of Summary Vacation is based on the following staff recommendations:

1. The City Council summarily vacate the public service easement having found that the easement will be superseded by relocation or determined to be excess by the easement holder, and there are no other public facilities located within the easement (§8333(c)).
2. The City Council summarily vacate the emergency vehicle access easement having found that said easement area is an excess right-of-way of a street or highway not required for street or highway purposes (§8334(a)).
3. The City Council vacate the street, highway, or public service easement by adopting a Resolution of Summary Vacation (§8335(a)(1)). The Resolution of Summary Vacation states the following (§8335(b)):
 - a. That the vacation is made under this chapter.
 - b. That the vacation area is precisely described.
 - c. That the facts under which this summary vacation is made are as stated in this report.
 - d. That from and after the date this Resolution of Summary Vacation is recorded with the Alameda County Recorder's Office, the street, highway, or public service easement vacated no longer constitutes a street, highway, or public service easement.
 - e. That notice of the Resolution of Summary Vacation has been provided to all entities having any right, title, or interest in the public service easement.

The City Manager is authorized by City Council Resolution No. 89-31 to accept on behalf of the City deeds or grants conveying any interest in or easement upon real estate to the City of Pleasanton, including the proposed replacement easements.

BACKGROUND

On May 22, 1986, Parcel Map 3863 (Book 161 of parcel maps at Pages 15 through 30) dedicated public easements within Hacienda Business Park Phase II, including easements that encumber the property identified as Lot 59, now known as the Rosewood Commons business campus at the northeast corner of Rosewood Drive at Owens Drive. The encumbrances included a 50-foot-wide public service easement (PSE) along the property frontages. The PSE was granted for the installation and operation of public utilities throughout Hacienda Business Park.

On January 10, 2012, the City adopted Ordinance No. 2034, which rezoned an 8.4-acre portion of Lot 59 to Planned Unit Development-High Density Residential (PUD-HDR) consistent with the City's Housing Element update to meet the City's Regional Housing Needs Allocation.

On May 7, 2013, the City adopted Ordinance No. 2067 approving a Planned Unit Development Major Modification and Development Plan (PUD-85-08-1D-4M) for the construction of 305 apartment units and two retail buildings at the 8.4-acre portion of Lot 59. The City also entered into a Development Agreement with Pleasant Partners LLC (Series No. 2013-208707) that memorialized the right to construct the project, subject to the City's development review and permitting processes.

On July 13, 2015, Parcel Map 10287 (Book 330 of parcel maps at pages 1 through 8) subdivided Parcel 59. The site where the housing project was contemplated by Ordinance

Nos. 2034 and 2067 became Parcel 591. In addition, an emergency vehicle access easement (EVAE) was granted to the City across a network of drive aisles through the subdivided business campus, including across newly-created Parcel 591.

On August 25, 2021, Parcel Map 10172 (Book 352 of parcel maps at pages 89 through 92) further subdivided Parcel 591 to create Parcels 591 (revised), 59B, and 59C. Parcels 59B (two retail buildings site) and 59C (305 apartments site) represent the 8.4-acre project site. An overlapping but narrower PSE was granted to and accepted by the City across the frontage of Parcels 59B and 59C in an effort to eliminate conflicts between the PSE and future buildings. A separate document was expected to be recorded at the Alameda County Recorder's Office to officially vacate the original 50-foot width in favor of the narrower 15-foot to 26-foot-wide PSE. This separate document was never created nor recorded.

On November 10, 2022, the City approved PUD-85-08-1D-5M, a Planned Unit Development modification to the original approval from 2013. Avalon Bay Communities processed the modification having purchased the property from the prior owner.

DISCUSSION

The City Council, as a legislative body, has been granted the authority to summarily vacate public easements that are no longer needed or relevant, provided the regulatory procedure prescribed by the California Streets and Highways Code is followed. The public easements dedicated by Parcel Map 3863 across the property at 4452 Rosewood Drive require adjustment to address changes in development rights as well as the owner's proposed use of the property. Adjustments to the easements were anticipated in 2012 when the City executed a Development Agreement with the previous developer.

Adoption of a Resolution of Summary Vacation for Public Service and Emergency Vehicle Access Easements and Acceptance of Replacement Emergency Vehicle Access Easements (Attachment 1) and approval of the *Quitclaim Deed* of Emergency Vehicle Access Easements (Attachment 3), the *Quitclaim Deed* of Public Service Easement across Parcel 59B (Attachment 4) and the *Quitclaim Deed* of Public Service Easement across Parcel 59C (Attachment 5) together with the City Manager's acceptance of the *Grant of Emergency Vehicle Access Easements* across Parcel 59B (Attachment 6), the *Grant of Emergency Vehicle Access Easement* across Parcel 59C (Attachment 7), the *Grant of Emergency Vehicle Access Easements* across Parcel 591 Revised (Attachment 8), and the *Grant of Pedestrian Access Easement* across Parcel 59C (Attachment 9) would effectuate the easement adjustments without adverse impact to the City's rights or obligations.

EQUITY AND SUSTAINABILITY

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

OUTREACH

Prior to approval of the development project at 4452 Rosewood Drive, the application was subject to public hearings with both the Planning Commission and the City Council.

Notification letters were sent to easement beneficiaries as required by California Streets and Highways Code §8335(b)(5). Although Lumen initially objected to the vacation, it subsequently reached a consensus with Avalon Bay. No other easement beneficiaries submitted an

objection to the proposed vacation.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

There is no fiscal impact associated with this action.

Prepared by:



Michael Stella, Senior Civil Engineer

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Resolution of Summary Vacation for Public Service Easement and Emergency Vehicle Easement Access and Acceptance of Replacement Easements
2. Email from Lumen
3. Quitclaim Deed of Emergency Vehicle Access Easement across Parcel 59B
4. Quitclaim Deed of Public Service Easement across Parcel 59B
5. Quitclaim Deed of Public Service Easement across Parcel 59C
6. Grant of Emergency Vehicle Access Easement across Parcel 59B
7. Grant of Emergency Vehicle Access Easement across Parcel 59C
8. Grant of Emergency Vehicle Access Easement across Parcel 591 Revised
9. Grant of Pedestrian Public Access Easement across Parcel 59C
10. Vicinity Map

RESOLUTION NO. 2024-____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON OF SUMMARY VACATION FOR PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS EASEMENTS AND ACCEPTANCE OF REPLACEMENT EMERGENCY VEHICLE ACCESS EASEMENT AT 4452 ROSEWOOD DRIVE**

WHEREAS, on May 22, 1986, Parcel Map 3863 (Book 161 of parcel maps at Pages 15 through 30) dedicated public easements within Hacienda Business Park Phase II, including easements that encumber the property identified as Lot 59, now known as the Rosewood Commons business campus at the northeast corner of Rosewood Drive at Owens Drive. The encumbrances included a 50-foot-wide public service easement (PSE) along the property frontages. The PSE was granted for the installation and operation of public utilities throughout Hacienda Business Park; and

WHEREAS, on January 10, 2012, the City adopted Ordinance No. 2034 which rezoned an 8.4-acre portion of Lot 59 to Planned Unit Development-High Density Residential (PUD-HDR) consistent with the City's Housing Element update to meet the City's Regional Housing Needs Allocation; and

WHEREAS, on May 7, 2013, the City adopted Ordinance No. 2067 approving a Planned Unit Development Major Modification and Development Plan (PUD-85-08-1D-4M) for the construction of 305 apartment units and two retail buildings at the 8.4-acre portion of Lot 59. The City also entered into a Development Agreement with Pleasant Partners LLC (Series No. 2013-208707) that memorialized the right to construct the project, subject to the City's development review and permitting processes; and

WHEREAS, on July 13, 2015, Parcel Map 10287 (Book 330 of parcel maps at Pages 1 through 8) subdivided Parcel 59. The site where the housing project was contemplated by Ordinance Nos. 2034 and 2067 became Parcel 591. In addition, an emergency vehicle access easement (EVAE) was granted to the City across a network of drive aisles through the subdivided business campus including across newly-created Parcel 591; and

WHEREAS, on August 25, 2021, Parcel Map 10172 (Book 352 of parcel maps at Pages 89 through 92) further subdivided Parcel 591 to create Parcels 591 (revised), 59B and 59C. Parcels 59B (two retail building site) and 59C (305 apartments site) represent the 8.4-acre project site. An overlapping but narrower PSE was granted to and accepted by the City across the frontage of Parcels 59B and 59C in an effort to eliminate conflicts between the PSE and future buildings. A separate document was expected to be recorded at the Alameda County Recorder's Office to officially vacate the original 50-foot width in favor of the narrower 15-foot to 26-foot wide PSE. This separate document was never created nor recorded; and

WHEREAS, on November 10, 2022, the City approved PUD-85-08-1D-5M, a Planned Unit Development modification to the original approval from 2013. Avalon Bay Communities processed the modification having purchased the property from the prior owner; and

WHEREAS, the City Council, as legislative body, has been granted the authority to summarily vacate public easements that are no longer needed or relevant according to the regulatory procedure prescribed by §8330 et seq. of the California Streets and Highways Code.

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

SECTION 1. This Resolution of Summary Vacation for Public Service and Access Easements and Acceptance of Replacement Public Service and Emergency Vehicle Access Easements at 4452 Rosewood Drive is hereby adopted based on the following:

- The summary vacation of Public Service and Emergency Vehicle Access Easements is made under California Streets and Highways Code §8330 et seq.
- The Public Service and Emergency Vehicle Access Easements to be summarily vacated were granted across Lot 59 of Parcel Map 3863 (Book 161 of parcel maps at Pages 15 through 30) as accepted by the City Clerk and as described in detail in the *Quitclaim Deed* of Emergency Vehicle Access Easement, *Quitclaim Deed* of Public Service Easement across Parcel 59B, and *Quitclaim Deed* of Public Service Easement across Parcel 59C to be recorded together with this Resolution.
- This Resolution is prima facie evidence that the Public Service and Emergency Vehicle Access Easements are superseded by relocation or determined to be excess.
- That from and after the date this Resolution is recorded, the vacated Public Service and Emergency Vehicle Access Easements no longer constitute a street, highway, or public service easement.
- That all entities having any right, title, or interest in the Public Service and Emergency Vehicle Access Easements being vacated have been notified of this action.

SECTION 2. The City Manager shall execute the *Quitclaim Deed* of Emergency Vehicle Access Easement, the *Quitclaim Deed* of Public Service Easement across Parcel 59B, and the *Quitclaim Deed* of Public Service Easement across Parcel 59C.

SECTION 3. The City Clerk shall cause a certified copy of this Resolution, as attested under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Alameda County Recorder together with the fully executed *Quitclaim Deed* of Emergency Vehicle Access Easement, *Quitclaim Deed* of Public Service Easement across Parcel 59B, and *Quitclaim Deed* of Public Service Easement across Parcel 59C.

SECTION 4. The City Manager shall accept the *Grant of Emergency Vehicle Access Easements* across Parcel 59B, the *Grant of Emergency Vehicle Access Easement* across Parcel 59C, the *Grant of Emergency Vehicle Access Easements* across Parcel 591 Revised, and the *Grant of Pedestrian Access Easement* across Parcel 59C as authorized by City Council Resolution No. 89-31 adopted on January 17, 1989.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024 by the following vote:

Ayes:

Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

RE: Avalon Pleasanton

Cutler, Alexis <Alexis.Cutler@lumen.com>

Fri 4/5/2024 8:43 AM

*** [EXTERNAL] This message comes from an external organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. ***

Michael,

Thank you for your email. Yes, I can confirm Lumen has no objection.

Thank you,

LUMEN®

Alexis Cutler

Contract Manager II, ROW

1025 Eldorado Blvd, Broomfield, CO 80021

alexis.cutler@lumen.com

From: Michael Stella <mstella@cityofpleasantonca.gov>

Sent: Tuesday, April 2, 2024 11:27 AM

Subject: Fw: Avalon Pleasanton

CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lumen team,

The City of Pleasanton sent the attached letter last year regarding Avalon Bay Communities' application to build a housing project at the northeast corner of Owens Drive at Rosewood Drive. In response, Lumen staff sent an email indicating that the reconfiguration of easements along the property frontage would conflict with existing buried telecommunication facilities. Avalon Bay was made aware of this conflict, and the City halted the easement reconfiguration.

Between the time when Lumen objected to the easement reconfiguration and now, Avalon Bay has apparently worked to resolve the conflict between their planned buildings and Lumen's buried facilities. I've been told that Avalon Bay has agreed to relocate Lumen's facilities at their cost as part of the housing development. Avalon has thus asked the City to reinstate the easement reconfiguration.

Can you please confirm that Lumen is now supportive of the easement reconfiguration? Thank you for your attention to this issue. The City appreciates the telecommunication services Lumen offers to our local businesses.

Michael Stella, P.E./QSD (he/him)

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-44

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY OF PLEASANTON, a municipal corporation ("City"), pursuant to Resolution No. 24-_____ adopted by the Pleasanton City Council on April 16, 2024, hereby RELEASE, REMISE, AND QUITCLAIM to:

AVALON PLEASANTON, L.P., a Delaware limited partnership

Any and all right, title, and interest City may have in and to the

EMERGENCY VEHICLE ACCESS EASEMENT

as described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof.

Executed as of this _____ day of _____, 2024.

City of Pleasanton

Gerry Beaudin, City Manager

Approved as to Form:

Daniel G. Sodergren, City Attorney

Attest:

Jocelyn Kwong, City Clerk

NOTARY ACKNOWLEDGMENT ATTACHED

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

State of California)
)
County of _____)

On _____ before me, _____, personally
(Insert name and title of officer)
appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature) (Seal)

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM - EMERGENCY VEHICLE ACCESS EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL THE PORTION OF THE EMERGENCY VEHICLE ACCESS EASEMENT
(E.V.A.E.) LYING WITHIN PARCEL 59 B AS SHOWN ON PARCEL MAP 10172
RECORDED AUGUST 25, 2021, FILED IN BOOK 352 OF MAPS, AT PAGE 89, IN
THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AS SAID E.V.A.E.
IS DEDICATED ON PARCEL MAP 10287 RECORDED JULY 13, 2015, FILED IN BOOK
330 OF MAPS, AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY.

CONTAINING 18,985 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



M Steward 12/4/23
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

PARCEL 591 (REVISED)
352 M 89

SCALE: 1"=100'

PARCEL 59 B
352 M 89

PORTION OF EMERGENCY
VEHICLE ACCESS EASEMENT

PER 330 M 1
TO BE QUITCLAIMED
AREA = 18,985 SF±

OWENS DRIVE



EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

QUITCLAIM - EMERGENCY VEHICLE ACCESS EASEMENT

PARCEL 59 B (352 M 89)

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

DECEMBER 4, 2023

SHEET 1 OF 1



CIVIL ENGINEERS

SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916) 788-4456

WWW.CBANDG.COM

▪ SURVEYORS ▪ PLANNERS

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-44

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY OF PLEASANTON, a municipal corporation ("City"), pursuant to Resolution No. 24-_____ adopted by the Pleasanton City Council on April 16, 2024, hereby RELEASE, REMISE, AND QUITCLAIM to:

AVALON PLEASANTON, L.P., a Delaware limited partnership

Any and all right, title, and interest City may have in and to the

PUBLIC SERVICE EASEMENT

as described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof.

Executed as of this _____ day of _____, 2024.

City of Pleasanton

Gerry Beaudin, City Manager

Approved as to Form:

Daniel G. Sodergren, City Attorney

Attest:

Jocelyn Kwong, City Clerk

NOTARY ACKNOWLEDGMENT ATTACHED

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

State of California)
)
County of _____)

On _____ before me, _____, personally
(Insert name and title of officer)
appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature) (Seal)

**EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM - PUBLIC SERVICE EASEMENTS**

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL THE PORTION OF THE 50' PUBLIC SERVICE EASEMENTS (50' P.S.E.)
LYING WITHIN PARCEL 59 B AS SHOWN ON PARCEL MAP 10172 RECORDED AUGUST
25, 2021, FILED IN BOOK 352 OF MAPS, AT PAGE 89, IN THE OFFICE OF THE
COUNTY RECORDER OF ALAMEDA COUNTY, AS SAID P.S.E. IS DEDICATED ON
PARCEL MAP 3863 RECORDED MAY 22, 1986, FILED IN BOOK 161 OF MAPS, AT
PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC SERVICE EASEMENT 1 QUITCLAIM AREA:

BEGINNING AT THE WESTERN CORNER OF SAID PARCEL, SAID POINT BEING ON
THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SHOWN ON SAID
MAP;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY LINE
OF OWENS DRIVE, ON THE COMMON LINE BETWEEN SAID PARCEL 59 B AND PARCEL
59 C, AS SAID PARCEL 59 C IS SHOWN AND SO DESIGNATED ON SAID MAP (352
M 89), NORTH 43°30'44" EAST 33.90 FEET;

THENCE, CONTINUING ALONG SAID COMMON LINE, ALONG THE ARC OF A TANGENT
33.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
29°12'05", AN ARC DISTANCE OF 16.82 FEET;

THENCE, LEAVING SAID COMMON LINE, SOUTH 46°29'16" EAST 49.17 FEET;

THENCE, ALONG THE ARC OF A TANGENT 200.50 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 11°12'24", AN ARC DISTANCE OF 39.22
FEET;

THENCE, SOUTH 35°16'52" EAST 32.31 FEET;

THENCE, ALONG THE ARC OF A TANGENT 99.50 FOOT RADIUS CURVE TO THE
LEFT, THROUGH A CENTRAL ANGLE OF 11°12'21", AN ARC DISTANCE OF 19.46
FEET;

THENCE, SOUTH 46°29'13" EAST 34.12 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,098.50 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 10°59'14", AN ARC DISTANCE OF 210.65
FEET;

THENCE, SOUTH 35°29'59" EAST 258.77 FEET TO A POINT ON THE
SOUTHEASTERN LINE OF SAID PARCEL 59 B;

THENCE, ALONG SAID SOUTHEASTERN LINE OF PARCEL 59 B, SOUTH 54°30'01" WEST 50.00 FEET TO THE SOUTHERNMOST CORNER THEREOF, BEING A POINT ON SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE;

THENCE, ALONG SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 35°29'59" WEST 258.77 FEET,
- 2) ALONG THE ARC OF A TANGENT 1,048.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°59'14", AN ARC DISTANCE OF 201.06 FEET,
- 3) NORTH 46°29'13" WEST 34.12 FEET,
- 4) ALONG THE ARC OF A TANGENT 149.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°12'21", AN ARC DISTANCE OF 29.24 FEET,
- 5) NORTH 35°16'52" WEST 32.31 FEET,
- 6) ALONG THE ARC OF A TANGENT 150.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°12'24", AN ARC DISTANCE OF 29.44 FEET,
- 7) NORTH 46°29'16" WEST 44.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 31,757 SQUARE FEET OF LAND, MORE OR LESS.

PUBLIC SERVICE EASEMENT 2 QUITCLAIM AREA:

BEGINNING AT AN ANGLE POINT ON THE WESTERN LINE OF SAID PARCEL 59 B, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT COURSE DESIGNATED "L9" (S43°30'44"W 60.14') ON SHEET 2 OF SAID MAP (352 M 89);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID WESTERN LINE AND LAST MENTIONED COURSE, NORTH 43°30'44" EAST 60.14 FEET;

THENCE, ALONG THE NORTHERN LINE OF SAID PARCEL, SOUTH 86°06'20" EAST 31.61 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 43°30'44" WEST 84.88 FEET TO A POINT ON SAID WESTERN LINE OF PARCEL 59 B;

THENCE, ALONG SAID WESTERN LINE, ON THE ARC OF A NON-TANGENT 62.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 65°42'05" WEST, THROUGH A CENTRAL ANGLE OF 23°03'02", AN ARC DISTANCE OF 24.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,745 SQUARE FEET OF LAND, MORE OR LESS.

JANUARY 18, 2024
JOB NO. 3566-000

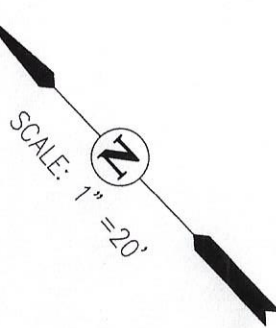
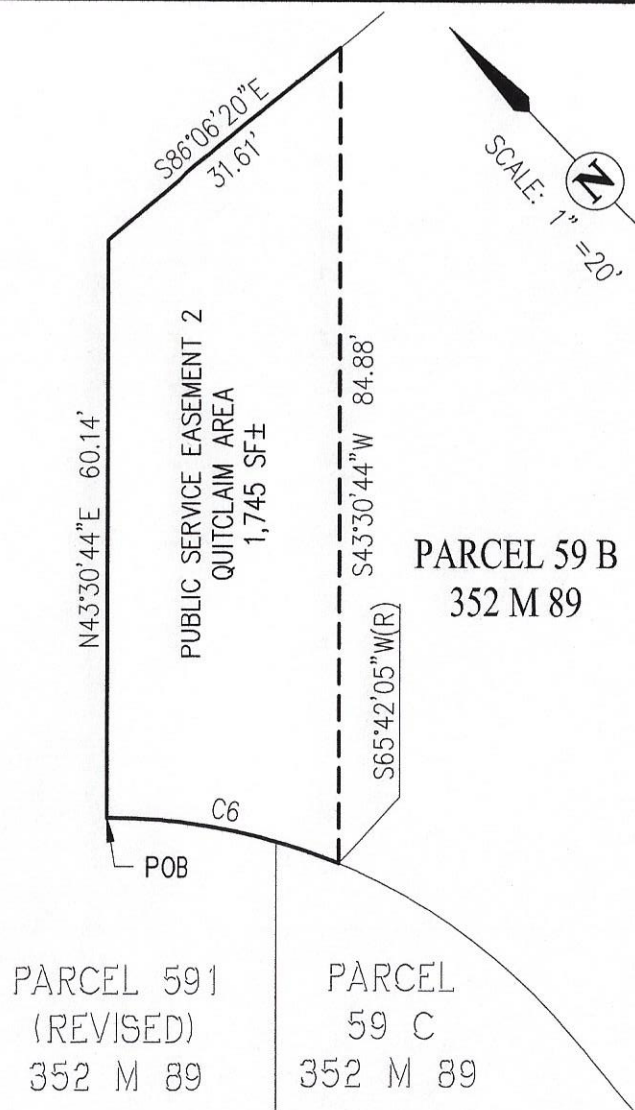
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



M Steward 1/18/24
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

ROSEWOOD DRIVE



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	33.00'	29°12'05"	16.82'
C2	200.50'	11°12'24"	39.22'
C3	99.50'	11°12'21"	19.46'
C4	149.50'	11°12'21"	29.24'
C5	150.50'	11°12'24"	29.44'
C6	62.00'	23°03'02"	24.94'

LINE TABLE		
NO	BEARING	LENGTH
L1	N43°30'44"E	33.90'
L2	S46°29'16"E	49.17'
L3	S35°16'52"E	32.31'
L4	S46°29'13"E	34.12'
L5	S54°30'01"W	50.00'
L6	N46°29'13"W	34.12'
L7	N35°16'52"W	32.31'
L8	N46°29'16"W	44.98'

EXHIBIT B

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

QUITCLAIM - PUBLIC SERVICE EASEMENTS
 PARCEL 59 B (352 M 89)
 CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA
 JANUARY 18, 2024



CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SAN RAMON (925) 866-0322
 ROSEVILLE (916) 788-4456
 WWW.CBANDG.COM

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-45

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY OF PLEASANTON, a municipal corporation ("City"), pursuant to Resolution No. 24-_____ adopted by the Pleasanton City Council on April 16, 2024, hereby RELEASE, REMISE, AND QUITCLAIM to:

AVALON PLEASANTON, L.P., a Delaware limited partnership

Any and all right, title, and interest City may have in and to

PUBLIC SERVICE EASEMENTS

as described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof.

Executed as of this _____ day of _____, 2024.

City of Pleasanton

Gerry Beaudin, City Manager

Approved as to Form:

Daniel G. Sodergren, City Attorney

Attest:

Jocelyn Kwong, City Clerk

NOTARY ACKNOWLEDGMENT ATTACHED

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

State of California)
)
County of _____)

On _____ before me, _____, personally
(Insert name and title of officer)
appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature) (Seal)

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM - PUBLIC SERVICE EASEMENTS

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL THE PORTION OF THE 50' PUBLIC SERVICE EASEMENTS (50' P.S.E.)
LYING WITHIN PARCEL 59 C AS SHOWN ON PARCEL MAP 10172 RECORDED AUGUST
25, 2021, FILED IN BOOK 352 OF MAPS, AT PAGE 89, IN THE OFFICE OF THE
COUNTY RECORDER OF ALAMEDA COUNTY, AS SAID P.S.E. IS DEDICATED ON
PARCEL MAP 3863 RECORDED MAY 22, 1986, FILED IN BOOK 161 OF MAPS, AT
PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC SERVICE EASEMENT 1 QUITCLAIM AREA:

BEGINNING AT THE SOUTHERNMOST CORNER OF SAID PARCEL, SAID POINT BEING
ON THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SHOWN ON SAID
MAP;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID RIGHT OF WAY LINE OF
OWENS DRIVE, NORTH $46^{\circ}29'16''$ WEST 185.52 FEET;

THENCE, LEAVING SAID RIGHT OF WAY LINE, NORTH $43^{\circ}30'44''$ EAST 33.50
FEET;

THENCE, ALONG THE ARC OF A TANGENT 37.50 FOOT RADIUS CURVE TO THE
LEFT, THROUGH A CENTRAL ANGLE OF $26^{\circ}06'14''$, AN ARC DISTANCE OF 17.08
FEET;

THENCE, SOUTH $46^{\circ}29'16''$ EAST 185.15 FEET TO A POINT ON THE
SOUTHEASTERN LINE OF SAID PARCEL;

THENCE, ALONG SAID SOUTHEASTERN LINE, ON THE ARC OF A NON-TANGENT
33.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID
CURVE BEARS NORTH $75^{\circ}41'21''$ WEST, THROUGH A CENTRAL ANGLE OF
 $29^{\circ}12'05''$, AN ARC DISTANCE OF 16.82 FEET;

THENCE, CONTINUING ALONG SAID SOUTHEASTERN LINE, SOUTH $43^{\circ}30'44''$ WEST
33.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,275 SQUARE FEET OF LAND, MORE OR LESS.

PUBLIC SERVICE EASEMENT 2 QUITCLAIM AREA:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL 59 C, SAID POINT
BEING ON THE SOUTHEASTERN RIGHT OF WAY LINE OF ROSEWOOD DRIVE AS SHOWN
ON SAID MAP;

JANUARY 18, 2024
JOB NO. 3566-000

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHWESTERN LINE OF SAID PARCEL, SOUTH $86^{\circ}06'20''$ EAST 56.67 FEET;

THENCE, CONTINUING ALONG SAID NORTHWESTERN LINE OF PARCEL 59 C, NORTH $43^{\circ}30'44''$ EAST 60.91 FEET TO THE NORTHERNMOST CORNER THEREOF;

THENCE, SOUTHEASTERLY ALONG THE NORTHEASTERN LINE OF SAID PARCEL, ON THE ARC OF A NON-TANGENT 62.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $59^{\circ}29'29''$ WEST, THROUGH A CENTRAL ANGLE OF $06^{\circ}12'36''$, AN ARC DISTANCE OF 6.72 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, SOUTH $43^{\circ}30'44''$ WEST 215.20 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT 37.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $73^{\circ}04'20''$ WEST, THROUGH A CENTRAL ANGLE OF $29^{\circ}33'36''$, AN ARC DISTANCE OF 19.35 FEET;

THENCE, NORTH $46^{\circ}29'16''$ WEST 31.50 FEET TO A POINT ON SAID SOUTHEASTERN RIGHT OF WAY LINE OF ROSEWOOD DRIVE;

THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH $43^{\circ}30'44''$ EAST 115.46 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,201 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



 1/18/24
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

ROSEWOOD DRIVE

N43°30'44"E 115.46'

PUBLIC SERVICE
EASEMENT 2
QUITCLAIM AREA
7,201 SF±

PARCEL 591 (REVISED)
352 M 89

C3

S59°29'29"W(R)

L4

L3

POB

S43°30'44"W 215.20'

PARCEL 59 C
352 M 89

S73°04'20"W(R)

L5

C4

S46°29'16"E 185.15'

PUBLIC SERVICE
EASEMENT 1
QUITCLAIM AREA
9,275 SF±

L2

L3

N46°29'16"W 185.52'

OWENS DRIVE

N75°41'21"W(R)

C2

L1

POB

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	37.50'	26°06'14"	17.08'
C2	33.00'	29°12'05"	16.82'
C3	62.00'	6°12'36"	6.72'
C4	37.50'	29°33'36"	19.35'

LINE TABLE		
NO	BEARING	LENGTH
L1	S43°30'44"W	33.90'
L2	N43°30'44"E	33.50'
L3	S86°06'20"E	56.67'
L4	N43°30'44"E	60.91'
L5	N46°29'16"W	31.50'

SCALE: 1" = 50'



EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

QUITCLAIM - PUBLIC SERVICE EASEMENTS
PARCEL 59 C (352 M 89)
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA
JANUARY 18, 2024

SHEET 1 OF 1



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322
ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

Attachment 6

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-44

GRANT OF EMERGENCY VEHICLE ACCESS EASEMENTS

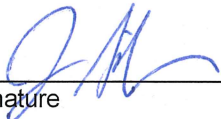
AVALON PLEASANTON, L.P., a Delaware limited partnership ("Grantor") does hereby GRANT to the CITY OF PLEASANTON, a municipal corporation ("CITY" or "Grantee"), perpetual non-exclusive EASEMENTS for emergency vehicle access for emergency service vehicles, public safety personnel, related equipment, and emergency response activities on, over and across that certain real property situated in the City of Pleasanton, County of Alameda, State of California, as more particularly described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof (collectively the "EVAEs") on real property commonly known as 5603 through 5663 Owens Drive, Pleasanton.

As consideration for this GRANT of EVAEs, the City granted an approval on November 10, 2022, for PUD-85-08-1D-5M, and this GRANT is required by Condition of Approval No. 74.

GRANTOR shall be obligated to continuously maintain the EVAEs in a serviceable condition, provide clear unobstructed access for the full width and horizontal extent, as well as the vertical height and weight needed for the passage and operation of emergency vehicles and equipment as required by the Pleasanton Municipal Code, including the California Fire Code as adopted by reference. The EVAEs shall be maintained at no expense to City.

Executed as of this 1st day of APRIL, 2024.

AVALON PLEASANTON, L.P., a Delaware limited partnership



Signature

JOE KIRMINGER

Printed Name

ATTACH NOTARY ACKNOWLEDGMENT

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

State of California)

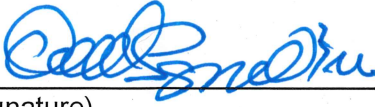
County of SAN FRANCISCO)

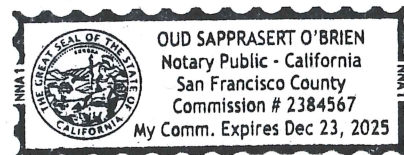
On APRIL 1st, 2024 before me, ODD SAPPRASERT O'BRIEN, NOTARY PUBLIC, personally
(Insert name and title of officer)
appeared JOE WIRCHOFER who proved to me on the basis

of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

 (Seal)
(Signature)



**EXHIBIT A
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENTS**

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION PARCEL 59 B, AS SAID PARCEL IS SHOWN AND SO DESIGNATED
ON PARCEL MAP 10172 RECORDED AUGUST 25, 2021, FILED IN BOOK 352 OF
MAPS, AT PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA
COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EMERGENCY VEHICLE ACCESS EASEMENT 1:

BEGINNING AT AN ANGLE POINT ON THE WESTERN LINE OF SAID PARCEL 59 B,
SAID CORNER BEING ALSO THE SOUTHERNMOST CORNER OF PARCEL 59 C AND
BEING ON THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SAID
PARCEL 59 C AND OWENS DRIVE ARE SHOWN ON SAID MAP;

THENCE, ALONG SAID WESTERN LINE, NORTH 43°38'08" EAST 6.92 FEET;

THENCE, LEAVING SAID WESTERN LINE, SOUTHERLY ALONG THE ARC OF A NON-
TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF
SAID CURVE BEARS NORTH 86°11'51" EAST, THROUGH A CENTRAL ANGLE OF
31°50'28", AN ARC DISTANCE OF 15.56 FEET TO A POINT ON SAID
NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE;

THENCE, ALONG SAID NORTHEASTERN LINE, NORTH 46°29'16" WEST 13.73 FEET
TO THE **POINT OF BEGINNING**.

CONTAINING 36 SQUARE FEET OF LAND, MORE OR LESS.

EMERGENCY VEHICLE ACCESS EASEMENT 2:

COMMENCING AT AN ANGLE POINT ON THE WESTERN LINE OF SAID PARCEL 59 B,
SAID CORNER BEING ALSO THE SOUTHERNMOST CORNER OF PARCEL 59 C AND
BEING ON THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SAID
PARCEL 59 C AND OWENS DRIVE ARE SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID WESTERN LINE,
NORTH 43°30'44" EAST 14.42 FEET TO THE **POINT OF BEGINNING** FOR THIS
DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN
LINE, NORTH 43°30'44" EAST 19.48 FEET;

THENCE, FURTHER CONTINUING ALONG SAID WESTERN LINE, ON THE ARC OF A
TANGENT 33.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE
OF 24°22'03", AN ARC DISTANCE OF 14.03 FEET;

THENCE, LEAVING SAID WESTERN LINE, SOUTHERLY ON THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 81°31'03" WEST, THROUGH A CENTRAL ANGLE OF 12°22'37", AN ARC DISTANCE OF 10.80 FEET;

THENCE, SOUTH 03°53'40" WEST 20.86 FEET;

THENCE, NORTH 86°06'20" WEST 15.73 FEET;

THENCE, NORTH 46°30'02" WEST 5.54 FEET;

THENCE, NORTH 03°53'40" EAST 0.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 327 SQUARE FEET OF LAND, MORE OR LESS.

EMERGENCY VEHICLE ACCESS EASEMENT 3:

COMMENCING AT AN ANGLE POINT ON THE WESTERN LINE OF SAID PARCEL 59 B, SAID CORNER BEING ALSO THE SOUTHERNMOST CORNER OF PARCEL 59 C AND BEING ON THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SAID PARCEL 59 C AND OWENS DRIVE ARE SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 46°29'16" EAST 44.98 FEET,
- 2) ALONG THE ARC OF A TANGENT 150.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°12'24", AN ARC DISTANCE OF 29.44 FEET,
- 3) SOUTH 35°16'52" EAST 32.31 FEET,
- 4) ALONG THE ARC OF A TANGENT 149.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°12'21", AN ARC DISTANCE OF 29.24 FEET,
- 5) SOUTH 46°29'13" EAST 34.12 FEET,
- 6) ALONG THE ARC OF A TANGENT 1048.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 2°23'51", AN ARC DISTANCE OF 43.88 FEET TO THE **POINT OF BEGINNING**;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY LINE, EASTERLY ALONG THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°55'25" EAST, THROUGH A CENTRAL ANGLE OF 81°24'19", AN ARC DISTANCE OF 39.78 FEET;

THENCE, NORTH 43°31'06" EAST 195.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 43.98 FEET;

THENCE, NORTH $46^{\circ}28'54''$ WEST 55.94 FEET;

THENCE, ALONG THE ARC OF A TANGENT 54.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $50^{\circ}22'34''$, AN ARC DISTANCE OF 47.48 FEET;

THENCE, NORTH $03^{\circ}53'40''$ EAST 111.06 FEET;

THENCE, ALONG THE ARC OF A TANGENT 54.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $39^{\circ}37'26''$, AN ARC DISTANCE OF 37.34 FEET;

THENCE, NORTH $43^{\circ}31'06''$ EAST 7.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $19^{\circ}02'45''$, AN ARC DISTANCE OF 9.31 FEET TO A POINT ON THE NORTHEASTERN LINE OF SAID PARCEL 59 B;

THENCE ALONG SAID NORTHEASTERN LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH $46^{\circ}28'54''$ EAST 19.42 FEET,
- 2) SOUTH $43^{\circ}31'06''$ WEST 4.89 FEET,
- 3) SOUTH $46^{\circ}28'54''$ EAST 8.44 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $37^{\circ}45'26''$ EAST, THROUGH A CENTRAL ANGLE OF $08^{\circ}43'28''$, AN ARC DISTANCE OF 4.26 FEET;

THENCE, SOUTH $43^{\circ}31'06''$ WEST 7.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $39^{\circ}37'26''$, AN ARC DISTANCE OF 19.36 FEET;

THENCE, SOUTH $03^{\circ}53'40''$ WEST 111.06 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $50^{\circ}22'34''$, AN ARC DISTANCE OF 24.62 FEET;

THENCE, SOUTH $46^{\circ}28'54''$ EAST 156.94 FEET;

THENCE, ALONG THE ARC OF A TANGENT 54.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 84.82 FEET;

THENCE, SOUTH 43°31'06" WEST 240.64 FEET TO A POINT ON SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE;

THENCE, ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY ON THE ARC OF A NON-TANGENT 1,048.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 54°12'48" WEST, THROUGH A CENTRAL ANGLE OF 01°26'33", AN ARC DISTANCE OF 26.40 FEET;

THENCE, LEAVING SAID RIGHT OF WAY LINE, NORTH 43°31'06" EAST 236.07 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 43.98 FEET;

THENCE, NORTH 46°28'54" WEST 19.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 43.98 FEET;

THENCE, SOUTH 43°31'06" WEST 201.82 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 72°48'33", AN ARC DISTANCE OF 35.58 FEET TO A POINT ON SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE;

THENCE, ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY ON THE ARC OF A NON-TANGENT 1,048.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 49°43'20" WEST, THROUGH A CENTRAL ANGLE OF 03°48'41", AN ARC DISTANCE OF 69.75 FEET TO THE **POINT OF BEGINNING**.

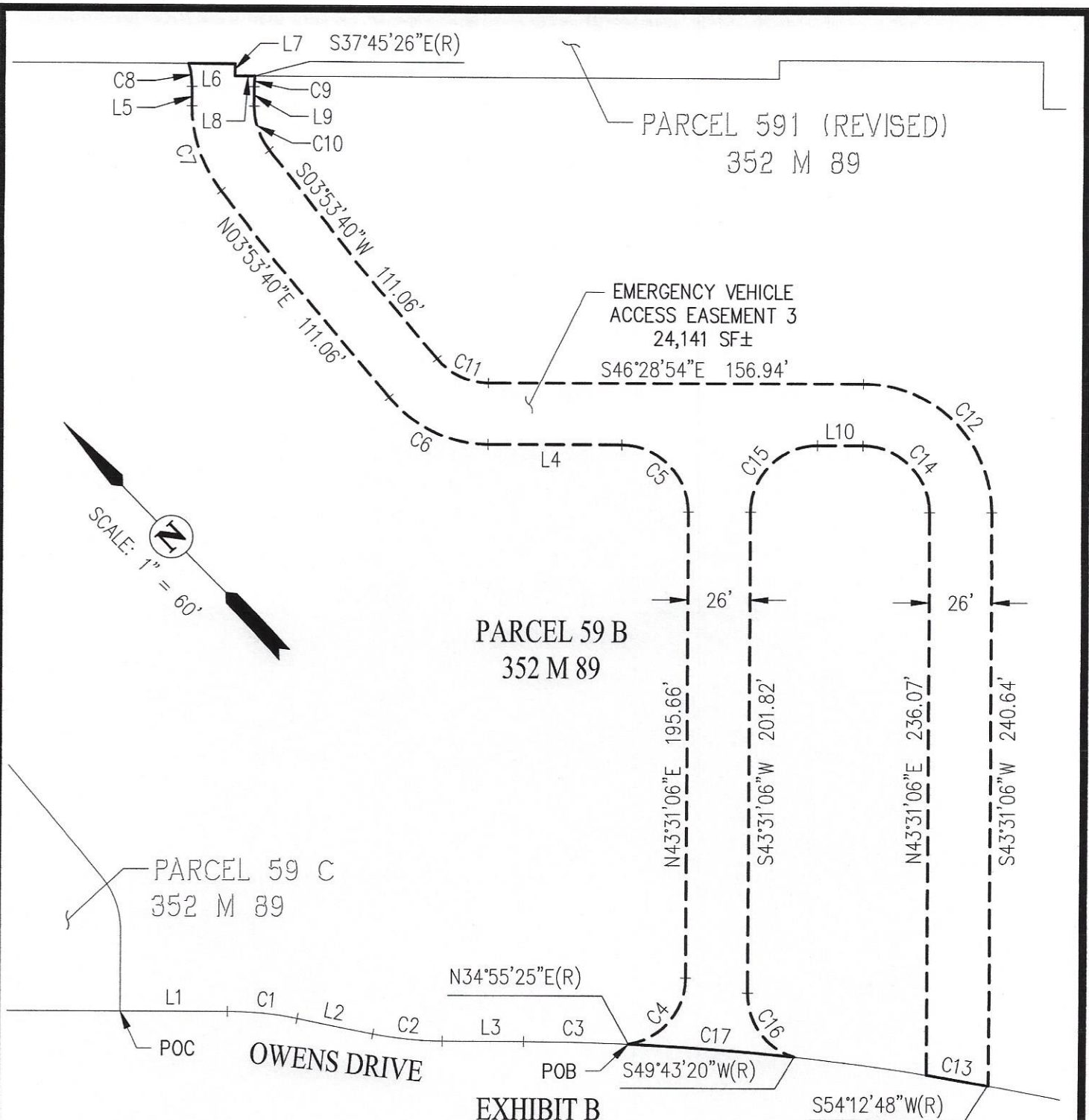
CONTAINING 24,141 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



M Steward 1/18/24
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036



SHEET 2 OF 3



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

LINE TABLE		
NO	BEARING	LENGTH
L1	N46°29'16"W	44.98'
L2	N35°16'52"W	32.31'
L3	N46°29'13"W	34.12'
L4	N46°28'54"W	55.94'
L5	S43°31'06"W	7.75'
L6	S46°28'54"E	19.42'
L7	S43°31'06"W	4.89'
L8	S46°28'54"E	8.44'
L9	S43°31'06"W	7.75'
L10	N46°28'54"W	19.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	150.50'	11°12'24"	29.44'
C2	149.50'	11°12'21"	29.24'
C3	1048.50'	2°23'51"	43.88'
C4	28.00'	81°24'19"	39.78'
C5	28.00'	90°00'00"	43.98'
C6	54.00'	50°22'34"	47.48'
C7	54.00'	39°37'26"	37.34'
C8	28.00'	19°02'45"	9.31'
C9	28.00'	8°43'28"	4.26'
C10	28.00'	39°37'26"	19.36'
C11	28.00'	50°22'34"	24.62'
C12	54.00'	90°00'00"	84.82'
C13	1048.50'	1°26'33"	26.40'
C14	28.00'	90°00'00"	43.98'
C15	28.00'	90°00'00"	43.98'
C16	28.00'	72°48'33"	35.58'
C17	1048.50'	3°48'41"	69.75'

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
 PARCEL 59 B (352 M 89)
 CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA
 JANUARY 18, 2024

SHEET 3 OF 3



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322
 ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

**CERTIFICATE OF ACCEPTANCE
OF PUBLIC EASEMENT**

This is to certify that the interest in real property conveyed by the EMERGENCY VEHICLE ACCESS EASEMENTS, dated _____, 2024 from AVALON PLEASANTON, L.P., a Delaware limited partnership, to the CITY OF PLEASANTON, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 89-31 of the City Council adopted on January 17, 1989 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF PLEASANTON
a municipal corporation

By: _____
Gerry Beaudin, City Manager

CITY COUNCIL OF THE CITY OF PLEASANTON

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 89-31

**RESOLUTION DELEGATING AUTHORITY TO CITY
MANAGER TO ACCEPT DEEDS AND GRANTS
CONVEYING ANY INTEREST IN OR EASEMENTS
UPON REAL ESTATE FOR THE CITY OF
PLEASANTON**

WHEREAS, Government Code Section 27281 governs the procedures for conveyance of an interest in real estate to government agencies; and

WHEREAS, Government Code Section 27281 provides that a governmental agency, by a general resolution, may authorize one or more officers to accept and consent to such deeds or grants of real estate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: The City Council hereby authorizes the City Manager or in his absence, the Assistant City Manager, to accept deeds or grants conveying any interest in or easement upon real estate to the City of Pleasanton.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED JANUARY 17, 1989 BY THE FOLLOWING VOTE:

AYES: Councilmembers - Brandes, Butler, Mohr, Tarver and Mayor Mercer

NOES: None

ABSENT: None

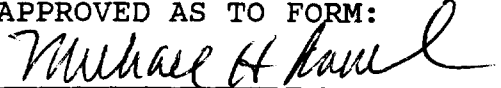
ABSTAIN: None

ATTEST:


KENNETH R. MERCER, MAYOR


James R. Walker, City Clerk
By Doris George, Deputy City Clerk

APPROVED AS TO FORM:


Michael H. Roush, City Attorney

Attachment 7

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-45

GRANT OF EMERGENCY VEHICLE ACCESS EASEMENT

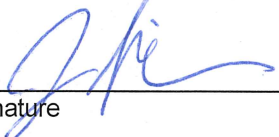
AVALON PLEASANTON, L.P., a Delaware limited partnership ("Grantor") does hereby GRANT to the CITY OF PLEASANTON, a municipal corporation ("CITY" or "Grantee"), a perpetual non-exclusive EASEMENT for emergency vehicle access for emergency service vehicles, public safety personnel, related equipment, and emergency response activities on, over and across that certain real property situated in the City of Pleasanton, County of Alameda, State of California, as more particularly described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof (collectively the "EVAE") on real property commonly known as 5675 Owens Drive, Pleasanton.

As consideration for this GRANT of EVAE, the City granted an approval on November 10, 2022, for PUD-85-08-1D-5M, and this GRANT is required by Condition of Approval No. 74.

GRANTOR shall be obligated to continuously maintain the EVAE in a serviceable condition, provide clear unobstructed access for the full width and horizontal extent, as well as the vertical height and weight needed for the passage and operation of emergency vehicles and equipment as required by the Pleasanton Municipal Code, including the California Fire Code as adopted by reference. The EVAE shall be maintained at no expense to City.

Executed as of this 1st day of APRIL, 2024.

AVALON PLEASANTON, L.P., a Delaware limited partnership



Signature

JOE KIRCHHOFER

Printed Name

ATTACH NOTARY ACKNOWLEDGMENT

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

State of California)

County of SAN FRANCISCO)

On APRIL 1ST, 2024 before me, ODD SAPPRASERT O'BRIEN NOTARY PUBLIC,
(Insert name and title of officer)
appeared JOE KIRCHTOPF who proved to me on the basis

of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.


(Signature)

(Seal)



**EXHIBIT A
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 59 C, AS SAID PARCEL IS SHOWN AND SO
DESIGNATED ON PARCEL MAP 10172 RECORDED AUGUST 25, 2021, FILED IN BOOK
352 OF MAPS, AT PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL 59 C, SAID CORNER
BEING A POINT ON THE SOUTHEASTERN RIGHT OF WAY LINE OF ROSEWOOD DRIVE
AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF
SAID PARCEL 59 C, SOUTH 86°06'20" EAST 56.67 FEET;

THENCE, CONTINUING ALONG SAID NORTHERN LINE, NORTH 43°30'44" EAST
8.44, FEET TO THE **POINT OF BEGINNING**;

THENCE, FROM SAID POINT OF BEGINNING, FURTHER CONTINUING ALONG SAID
LINE, NORTH 43°30'44" EAST 41.17 FEET;

THENCE, LEAVING SAID LINE, SOUTH 86°06'20" EAST 9.05 FEET;

THENCE, SOUTH 03°53'40" WEST 274.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.00 FOOT RADIUS CURVE TO THE
LEFT, THROUGH A CENTRAL ANGLE OF 24°29'41", AN ARC DISTANCE OF 21.38
FEET;

THENCE, ALONG THE ARC OF A REVERSE 50.00 FOOT RADIUS CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 12°07'04", AN ARC DISTANCE OF 10.57
FEET, TO A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 59 C;

THENCE, ALONG SAID SOUTHEASTERN LINE, ALONG THE ARC OF A NON-TANGENT
33.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID
CURVE BEARS NORTH 70°51'19" WEST, THROUGH A CENTRAL ANGLE OF
24°22'03", AN ARC DISTANCE OF 14.03 FEET;

THENCE, CONTINUING ALONG SAID SOUTHEASTERN LINE, SOUTH 43°30'44" WEST
19.48 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 03°53'40" EAST 13.97
FEET;

THENCE, SOUTHERLY ALONG THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS
CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH

JANUARY 18, 2024

JOB NO. 3566-000

51°14'24" EAST, THROUGH A CENTRAL ANGLE OF 42°31'16", AN ARC DISTANCE OF 20.78 FEET, TO A POINT ON SAID SOUTHEASTERN LINE OF PARCEL 59 C;

THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 43°30'44" WEST 6.93 FEET, TO A POINT ON THE NORTHEASTERN LINE OF OWENS DRIVE AS SHOWN ON SAID MAP;

THENCE, ALONG SAID NORTHEASTERN LINE, NORTH 46°29'16" WEST 57.73 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 32°40'05" EAST, THROUGH A CENTRAL ANGLE OF 79°09'21", AN ARC DISTANCE OF 38.68 FEET;

THENCE, NORTH 43°30'44" EAST 0.28 FEET;

THENCE, ALONG THE ARC OF A TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 39°37'04", AN ARC DISTANCE OF 10.37 FEET;

THENCE, NORTH 03°53'40" EAST 238.30 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°07'03", AN ARC DISTANCE OF 23.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,341 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



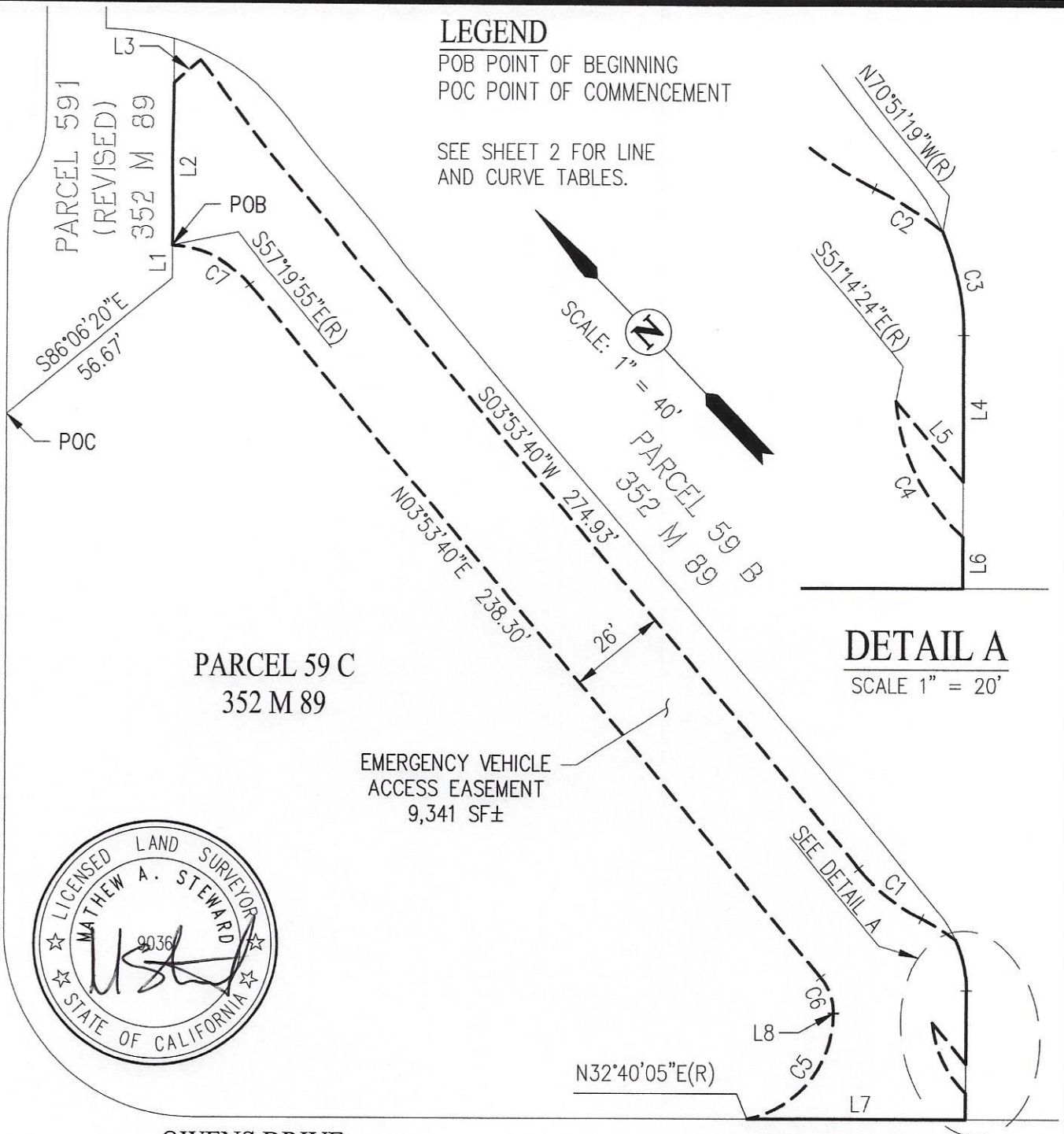
M Steward 1/18/24
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

SEE SHEET 2 FOR LINE
AND CURVE TABLES.

ROSEWOOD DRIVE



OWENS DRIVE

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENT

PARCEL 59 C (352 M 89)

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 1 OF 2



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

LINE TABLE		
NO	BEARING	LENGTH
L1	N43°30'44"E	8.44'
L2	N43°30'44"E	41.17'
L3	S86°06'20"E	9.05'
L4	S43°30'44"W	19.48'
L5	N03°53'40"E	13.97'
L6	S43°30'44"W	6.93'
L7	N46°29'16"W	57.73'
L8	N43°30'44"E	0.28'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	50.00'	24°29'41"	21.38'
C2	50.00'	12°07'04"	10.57'
C3	33.00'	24°22'03"	14.03'
C4	28.00'	42°31'16"	20.78'
C5	28.00'	79°09'21"	38.68'
C6	15.00'	39°37'04"	10.37'
C7	28.00'	48°07'03"	23.51'

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENT
 PARCEL 59 C (352 M 89)
 CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2023

SHEET 2 OF 2



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322
 ROSEVILLE ■ (916) 788-4456

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■ SURVEYORS ■ PLANNERS

**CERTIFICATE OF ACCEPTANCE
OF PUBLIC EASEMENT**

This is to certify that the interest in real property conveyed by the EMERGENCY VEHICLE ACCESS EASEMENT, dated _____, 2024 from AVALON PLEASANTON, L.P., a Delaware limited partnership, to the CITY OF PLEASANTON, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 89-31 of the City Council adopted on January 17, 1989 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF PLEASANTON
a municipal corporation

By: _____
Gerry Beaudin, City Manager

CITY COUNCIL OF THE CITY OF PLEASANTON

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 89-31

**RESOLUTION DELEGATING AUTHORITY TO CITY
MANAGER TO ACCEPT DEEDS AND GRANTS
CONVEYING ANY INTEREST IN OR EASEMENTS
UPON REAL ESTATE FOR THE CITY OF
PLEASANTON**

WHEREAS, Government Code Section 27281 governs the procedures for conveyance of an interest in real estate to government agencies; and

WHEREAS, Government Code Section 27281 provides that a governmental agency, by a general resolution, may authorize one or more officers to accept and consent to such deeds or grants of real estate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: The City Council hereby authorizes the City Manager or in his absence, the Assistant City Manager, to accept deeds or grants conveying any interest in or easement upon real estate to the City of Pleasanton.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED JANUARY 17, 1989 BY THE FOLLOWING VOTE:

AYES: Councilmembers - Brandes, Butler, Mohr, Tarver and Mayor Mercer

NOES: None

ABSENT: None

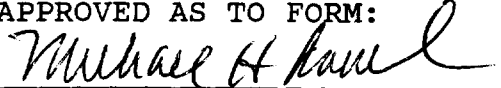
ABSTAIN: None

ATTEST:


KENNETH R. MERCER, MAYOR


James R. Walker, City Clerk
By Doris George, Deputy City Clerk

APPROVED AS TO FORM:


Michael H. Roush, City Attorney

Attachment 8

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-43

GRANT OF EMERGENCY VEHICLE ACCESS EASEMENTS

ROSEWOOD COMMONS PROPERTY OWNER, LLC, a Delaware Limited Liability Company ("Grantor") does hereby GRANT to the CITY OF PLEASANTON, a municipal corporation ("CITY" or "Grantee"), perpetual non-exclusive EASEMENTS for emergency vehicle access for emergency service vehicles, public safety personnel, related equipment, and emergency response activities on, over and across that certain real property situated in the City of Pleasanton, County of Alameda, State of California, as more particularly described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof (collectively the "EVAEs") on real property commonly known as 4452 Rosewood Drive, Pleasanton.

As consideration for this GRANT of EVAEs, the City granted an approval on November 10, 2022, for PUD-85-08-1D-5M, and this GRANT is required by Condition of Approval No. 74.

GRANTOR shall be obligated to continuously maintain the EVAEs in a serviceable condition, provide clear unobstructed access for the full width and horizontal extent, as well as the vertical height and weight needed for the passage and operation of emergency vehicles and equipment as required by the Pleasanton Municipal Code, including the California Fire Code as adopted by reference. The EVAEs shall be maintained at no expense to City.

Executed as of this 29 day of March, 2024.

ROSEWOOD COMMONS PROPERTY OWNER, LLC, a Delaware Limited Liability Company


Signature

Damian P. Manolis
Printed Name

ATTACH NOTARY ACKNOWLEDGMENT

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

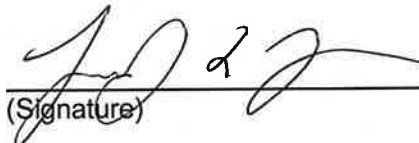
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On March 28, 2024 before me, Jennifer Marie Timpson, a Notary Public, personally
(Insert name and title of officer)
appeared Damian P. Manolis who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

 (Seal)
(Signature)



**EXHIBIT A
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENTS**

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PORTION OF PARCEL 591 (REVISED), AS SAID PARCEL IS SHOWN AND SO
DESIGNATED ON PARCEL MAP 10172 RECORDED AUGUST 25, 2021, FILED IN BOOK
352 OF MAPS, AT PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EMERGENCY VEHICLE ACCESS EASEMENT 1:

COMMENCING AT THE WESTERNMOST CORNER OF SAID PARCEL 591 (REVISED),
SAID CORNER BEING A POINT ON THE SOUTHEASTERN RIGHT OF WAY LINE OF
ROSEWOOD DRIVE AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHEASTERN RIGHT
OF WAY LINE, NORTH 43°30'44" EAST 21.86 FEET TO THE **POINT OF
BEGINNING;**

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID RIGHT OF
WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 43°30'44" EAST 26.18 FEET,
- 2) ALONG THE ARC OF A TANGENT 21.60 FOOT RADIUS CURVE TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 39°18'28", AN ARC DISTANCE OF 14.82
FEET,
- 3) ALONG THE ARC OF A REVERSE 22.60 FOOT RADIUS CURVE TO THE LEFT,
THROUGH A CENTRAL ANGLE OF 39°18'27", AN ARC DISTANCE OF 15.50
FEET,
- 4) NORTH 43°30'44" EAST 17.29 FEET;

THENCE, LEAVING SAID RIGHT OF WAY LINE, SOUTHERLY ALONG THE ARC OF A
NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER
OF SAID CURVE BEARS SOUTH 57°19'55" EAST, THROUGH A CENTRAL ANGLE OF
79°08'59", AN ARC DISTANCE OF 38.68 FEET;

THENCE, SOUTH 46°28'54" EAST 4.49 FEET;

THENCE, NORTH 03°53'40" EAST 10.61 FEET;

THENCE, SOUTH 86°06'20" EAST 10.95 FEET, TO THE COMMON LINE BETWEEN
PARCEL 591 (REVISED) AND PARCEL 59 C, AS SAID PARCEL 59 C IS SHOWN AND
SO DESIGNATED ON SAID MAP;

THENCE, ALONG SAID COMMON LINE, SOUTH 43°30'44" WEST 41.17 FEET;

THENCE, LEAVING SAID COMMON LINE, NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 45°46'37" WEST, THROUGH A CENTRAL ANGLE OF 02°15'31", AN ARC DISTANCE OF 1.10 FEET;

THENCE, NORTH 46°28'54" WEST 15.05 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°09'43", AN ARC DISTANCE OF 38.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,431 SQUARE FEET OF LAND, MORE OR LESS.

EMERGENCY VEHICLE ACCESS EASEMENT 2:

BEGINNING AT AN ANGLE POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL 591 (REVISED), SAID POINT BEING THE NORTHEASTERLY TERMS OF THAT COURSE DESIGNATED "L8" (NORTH 43°31'06" EAST 4.89') ON SHEET 2 OF SAID MAP;

THENCE, FROM POINT OF BEGINNING, ALONG SAID SOUTHWESTERN LINE, NORTH 46°28'54" EAST 19.42 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTHERLY ON THE ARC OF A NON-TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 65°31'39" WEST, THROUGH A CENTRAL ANGLE OF 70°57'15", AN ARC DISTANCE OF 34.67 FEET;

THENCE, NORTH 46°28'54" WEST 19.00 FEET;

THENCE, NORTH 43°31'06" EAST 26.00 FEET;

THENCE, SOUTH 46°28'54" EAST 120.00 FEET;

THENCE, SOUTH 43°31'06" WEST 26.00 FEET;

THENCE, NORTH 46°28'54" WEST 19.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 81°16'32", AN ARC DISTANCE OF 39.72 FEET TO A POINT ON SAID SOUTHWESTERN LINE OF PARCEL 591 (REVISED);

THENCE, ALONG SAID SOUTHWESTERN LINE, NORTH 46°28'54" WEST 8.44 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERN LINE, NORTH 43°31'06" EAST 4.89 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,982 SQUARE FEET OF LAND, MORE OR LESS.

EMERGENCY VEHICLE ACCESS EASEMENT 3:

COMMENCING AT THE SOUTHERNMOST CORNER OF SAID PARCEL 591 (REVISED), SAID POINT BEING ON THE NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHEASTERN RIGHT OF WAY LINE OF OWENS DRIVE, NORTH $35^{\circ}29'59''$ WEST 18.84 FEET TO THE **POINT OF BEGINNING;**

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHEASTERN LINE, NORTH $35^{\circ}29'59''$ WEST 85.19 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT 24.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $51^{\circ}11'00''$ EAST, THROUGH A CENTRAL ANGLE OF $86^{\circ}29'28''$, AN ARC DISTANCE OF 36.23 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF A COMPOUND 76.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $11^{\circ}10'24''$, AN ARC DISTANCE OF 14.92 FEET;

THENCE, NORTH $43^{\circ}31'10''$ EAST 10.13 FEET;

THENCE, ALONG THE ARC OF A TANGENT 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $15^{\circ}56'03''$, AN ARC DISTANCE OF 8.34 FEET;

THENCE, NORTH $59^{\circ}27'13''$ EAST 10.04 FEET;

THENCE, ALONG THE ARC OF A TANGENT 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $15^{\circ}56'10''$, AN ARC DISTANCE OF 22.25 FEET;

THENCE, NORTH $43^{\circ}31'03''$ EAST 1.97 FEET TO A POINT ON THE COMMON LINE BETWEEN SAID PARCEL 591 (REVISED) AND PARCEL 59 B;

THENCE, ALONG SAID COMMON LINE, NORTH $43^{\circ}31'03''$ EAST 290.09 FEET;

THENCE, CONTINUING ALONG SAID COMMON LINE, ALONG THE ARC OF A TANGENT 484.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $04^{\circ}55'49''$, AN ARC DISTANCE OF 41.65 FEET;

THENCE, LEAVING SAID COMMON LINE, CONTINUING ALONG SAID 484.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $06^{\circ}55'51''$, AN ARC DISTANCE OF 58.55 FEET;

THENCE, NORTH $31^{\circ}39'24''$ EAST 2.41 FEET;

JANUARY 18, 2024
JOB NO. 3566-000

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 43.98 FEET;

THENCE, NORTH 58°20'36" WEST 16.00 FEET;

THENCE, NORTH 31°39'24" EAST 20.00 FEET;

THENCE, SOUTH 58°20'36" EAST 16.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 28.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 43.98 FEET;

THENCE, NORTH 31°39'24" EAST 4.93 FEET;

THENCE, SOUTH 58°20'36" EAST 26.00 FEET;

THENCE, SOUTH 31°39'24" WEST 83.34 FEET;

THENCE, ALONG THE ARC OF A TANGENT 510.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°51'39", AN ARC DISTANCE OF 105.58 FEET;

THENCE, SOUTH 43°31'03" WEST 290.15 FEET;

THENCE, ALONG THE ARC OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°27'09", AN ARC DISTANCE OF 38.86 FEET;

THENCE, ALONG THE ARC OF A REVERSE 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°33'00", AN ARC DISTANCE OF 39.71 FEET;

THENCE, ALONG THE ARC OF A REVERSE 24.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°06'52", AN ARC DISTANCE OF 33.14 FEET TO THE **POINT OF BEGINNING**.

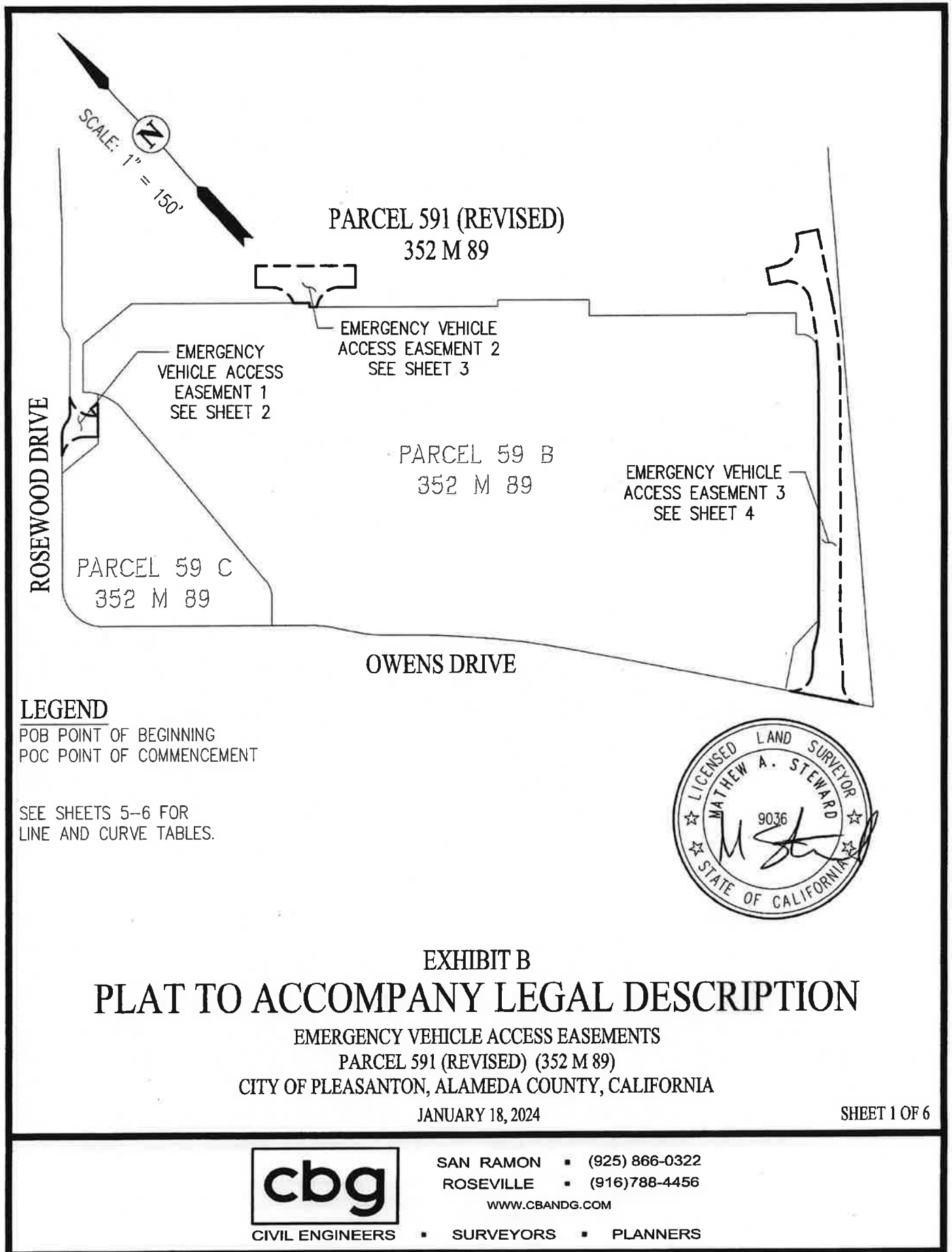
CONTAINING 17,025 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



M Steward 1/18/24
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036



ROSEWOOD DRIVE

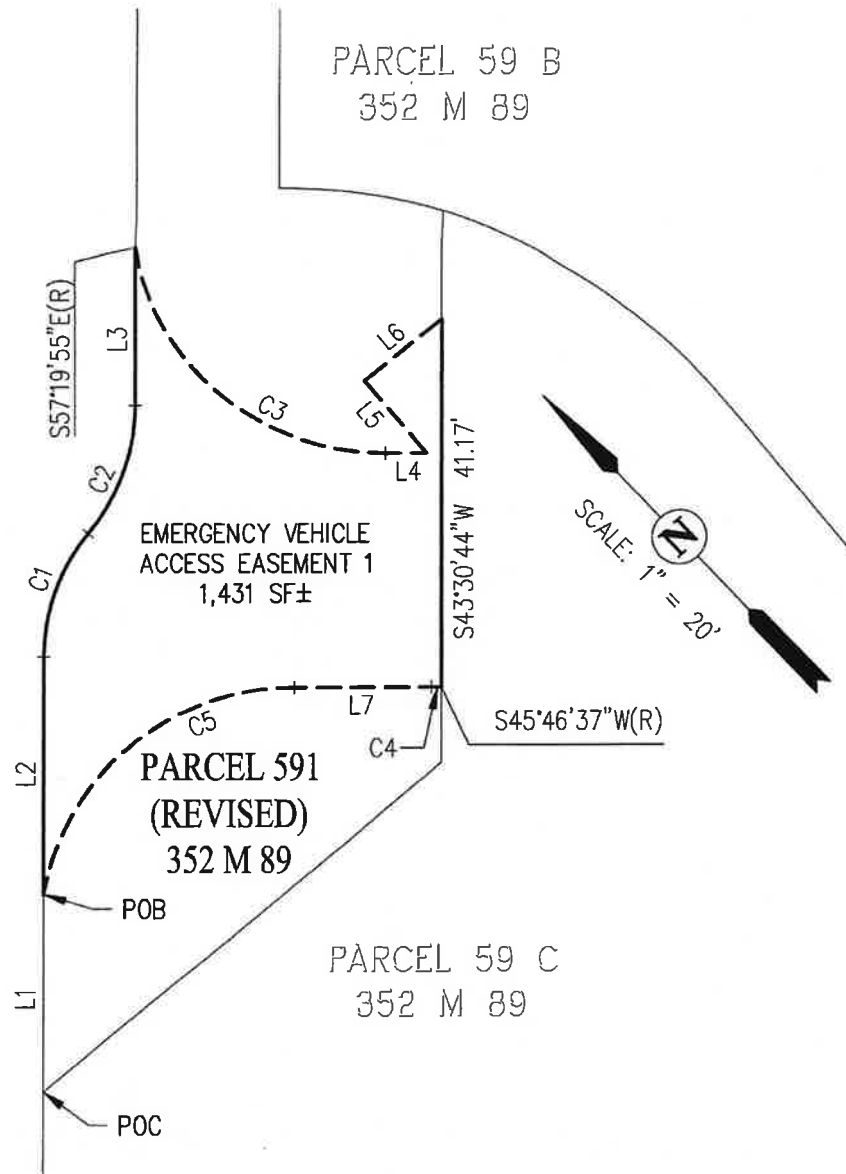


EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
PARCEL 591 (REVISED) (352 M 89)
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 2 OF 6



CIVIL ENGINEERS

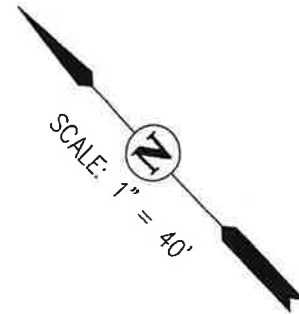
SAN RAMON • (925) 866-0322

ROSEVILLE • (916) 788-4456

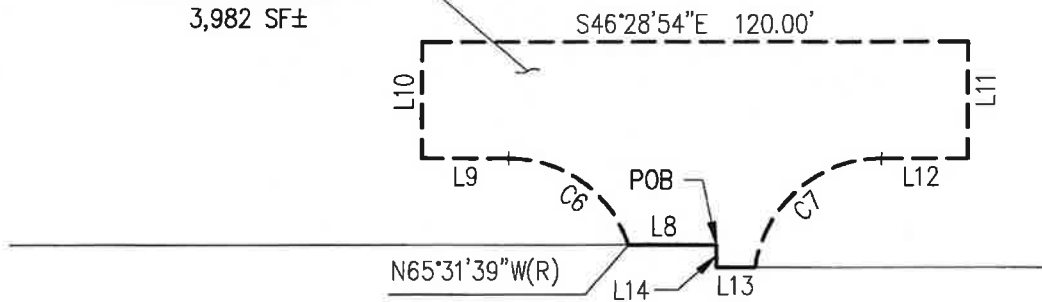
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PARCEL 591
(REVISED)
352 M 89



EMERGENCY VEHICLE
ACCESS EASEMENT 2
3,982 SF±



PARCEL 59 B
352 M 89

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
PARCEL 591 (REVISED) (352 M 89)
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 3 OF 6



CIVIL ENGINEERS

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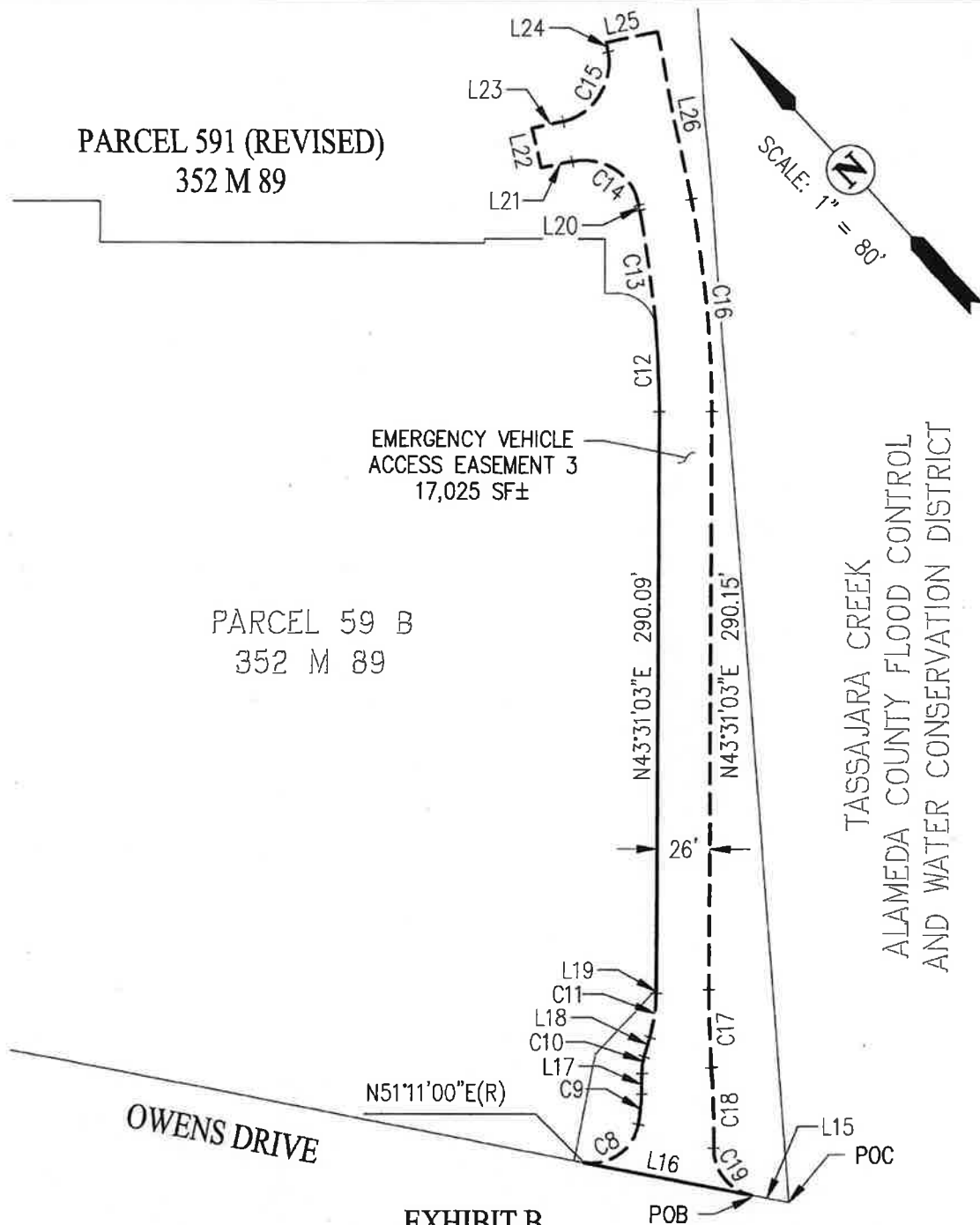


EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
 PARCEL 591 (REVISED) (352 M 89)
 CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 4 OF 6



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

LINE TABLE		
NO	BEARING	LENGTH
L1	N43°30'44"E	21.86'
L2	N43°30'44"E	26.18'
L3	N43°30'44"E	17.29'
L4	S46°28'54"E	4.49'
L5	N03°53'40"E	10.61'
L6	S86°06'20"E	10.95'
L7	N46°28'54"W	15.05'
L8	N46°28'54"W	19.42'
L9	N46°28'54"W	19.00'
L10	N43°31'06"E	26.00'
L11	S43°31'06"W	26.00'
L12	N46°28'54"W	19.00'
L13	N46°28'54"W	8.44'

LINE TABLE		
NO	BEARING	LENGTH
L14	N43°31'06"E	4.89'
L15	N35°29'59"W	18.84'
L16	N35°29'59"W	85.19'
L17	N43°31'10"E	10.13'
L18	N59°27'13"E	10.04'
L19	N43°31'03"E	1.97'
L20	N31°39'24"E	2.41'
L21	N58°20'36"W	16.00'
L22	N31°39'24"E	20.00'
L23	S58°20'36"E	16.00'
L24	N31°39'24"E	4.93'
L25	S58°20'36"E	26.00'
L26	S31°39'24"W	83.34'

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
PARCEL 591 (REVISED) (352 M 89)
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 5 OF 6



CIVIL ENGINEERS

SAN RAMON • (925) 866-0322

ROSEVILLE • (916) 788-4456

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• SURVEYORS • PLANNERS

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	21.60'	39°18'28"	14.82'
C2	22.60'	39°18'27"	15.50'
C3	28.00'	79°08'59"	38.68'
C4	28.00'	2°15'31"	1.10'
C5	28.00'	79°09'43"	38.69'
C6	28.00'	70°57'15"	34.67'
C7	28.00'	81°16'32"	39.72'
C8	24.00'	86°29'28"	36.23'
C9	76.50'	11°10'24"	14.92'
C10	30.00'	15°56'03"	8.34'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C11	80.00'	15°56'10"	22.25'
C12	484.00'	4°55'49"	41.65'
C13	484.00'	6°55'51"	58.55'
C14	28.00'	90°00'00"	43.98'
C15	28.00'	90°00'00"	43.98'
C16	510.00'	11°51'39"	105.58'
C17	500.00'	4°27'09"	38.86'
C18	500.00'	4°33'00"	39.71'
C19	24.00'	79°06'52"	33.14'

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENTS
PARCEL 591 (REVISED) (352 M 89)
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

JANUARY 18, 2024

SHEET 6 OF 6



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM

**CERTIFICATE OF ACCEPTANCE
OF PUBLIC EASEMENT**

This is to certify that the interest in real property conveyed by the EMERGENCY VEHICLE ACCESS EASEMENTS, dated _____, 2024 from Rosewood Commons Property Owner, LLC, a Delaware Limited Liability Company, to the CITY OF PLEASANTON, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 89-31 of the City Council adopted on January 17, 1989 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF PLEASANTON
a municipal corporation

By: _____
Gerry Beaudin, City Manager

CITY COUNCIL OF THE CITY OF PLEASANTON

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 89-31

**RESOLUTION DELEGATING AUTHORITY TO CITY
MANAGER TO ACCEPT DEEDS AND GRANTS
CONVEYING ANY INTEREST IN OR EASEMENTS
UPON REAL ESTATE FOR THE CITY OF
PLEASANTON**

WHEREAS, Government Code Section 27281 governs the procedures for conveyance of an interest in real estate to government agencies; and

WHEREAS, Government Code Section 27281 provides that a governmental agency, by a general resolution, may authorize one or more officers to accept and consent to such deeds or grants of real estate;

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Section 1: The City Council hereby authorizes the City Manager or in his absence, the Assistant City Manager, to accept deeds or grants conveying any interest in or easement upon real estate to the City of Pleasanton.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED JANUARY 17, 1989 BY THE FOLLOWING VOTE:

AYES: Councilmembers - Brandes, Butler, Mohr, Tarver and Mayor Mercer

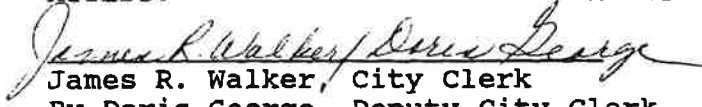
NOES: None

ABSENT: None

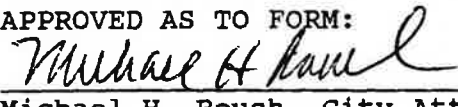
ABSTAIN: None

ATTEST:


KENNETH R. MERCER, MAYOR


James R. Walker, City Clerk
By Doris George, Deputy City Clerk

APPROVED AS TO FORM:


Michael H. Roush, City Attorney

Attachment 9

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only
Recording requested pursuant to
Government Code Sections §27383 & §6103 (No Fee)

APN 941-2780-45

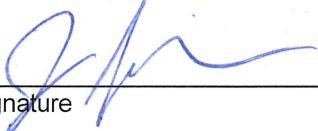
GRANT OF PEDESTRIAN ACCESS EASEMENT

AVALON PLEASANTON, L.P., a Delaware limited partnership ("Grantor") does hereby GRANT to the CITY OF PLEASANTON, a municipal corporation ("CITY" or "Grantee"), a perpetual non-exclusive EASEMENT for public pedestrian access on, over and across that certain real property situated in the City of Pleasanton, County of Alameda, State of California, as more particularly described in Exhibit A and as depicted on Exhibit B, attached hereto and made a part hereof (collectively the "PAE") on real property commonly known as 5675 Owens Drive, Pleasanton.

As consideration for this GRANT of PAE, the City granted an approval on November 10, 2022, for PUD-85-08-1D-5M, and this GRANT is required by Condition of Approval No. 75.

Executed as of this 1st day of April, 2024.

AVALON PLEASANTON, L.P., a Delaware limited partnership



Signature

J. E. KILHOFER

Printed Name

ATTACH NOTARY ACKNOWLEDGMENT

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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

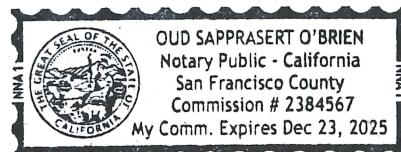
State of California)
County of SAN FRANCISCO)

On APRIL 1st, 2024 before me, ODD SAPPRASERT O'BRIEN NOTARY PUBLIC, personally
(Insert name and title of officer)
appeared JOE KIRCHOFFER who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

 (Seal)
(Signature)



**EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 59 C AS SAID PARCEL IS SHOWN AND SO
DESIGNATED ON PARCEL MAP 10172 RECORDED AUGUST 25, 2021, FILED IN BOOK
352 OF MAPS, AT PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL 59 C, SAID CORNER
BEING A POINT ON THE SOUTHEASTERN RIGHT OF WAY LINE OF ROSEWOOD DRIVE;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY LINE
ALONG THE NORTHERN LINE OF SAID PARCEL, SOUTH 86°06'20" EAST 32.45
FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 43°30'44" WEST 111.16 FEET;

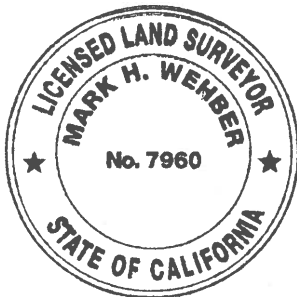
THENCE, NORTH 46°29'16" WEST 25.00 FEET TO SAID SOUTHEASTERN LINE OF
ROSEWOOD DRIVE;

THENCE, ALONG SAID SOUTHEASTERN LINE, NORTH 43°30'44" EAST 90.46 FEET
TO THE **POINT OF BEGINNING**.

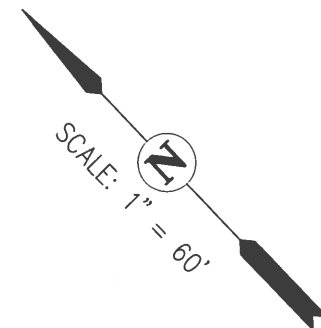
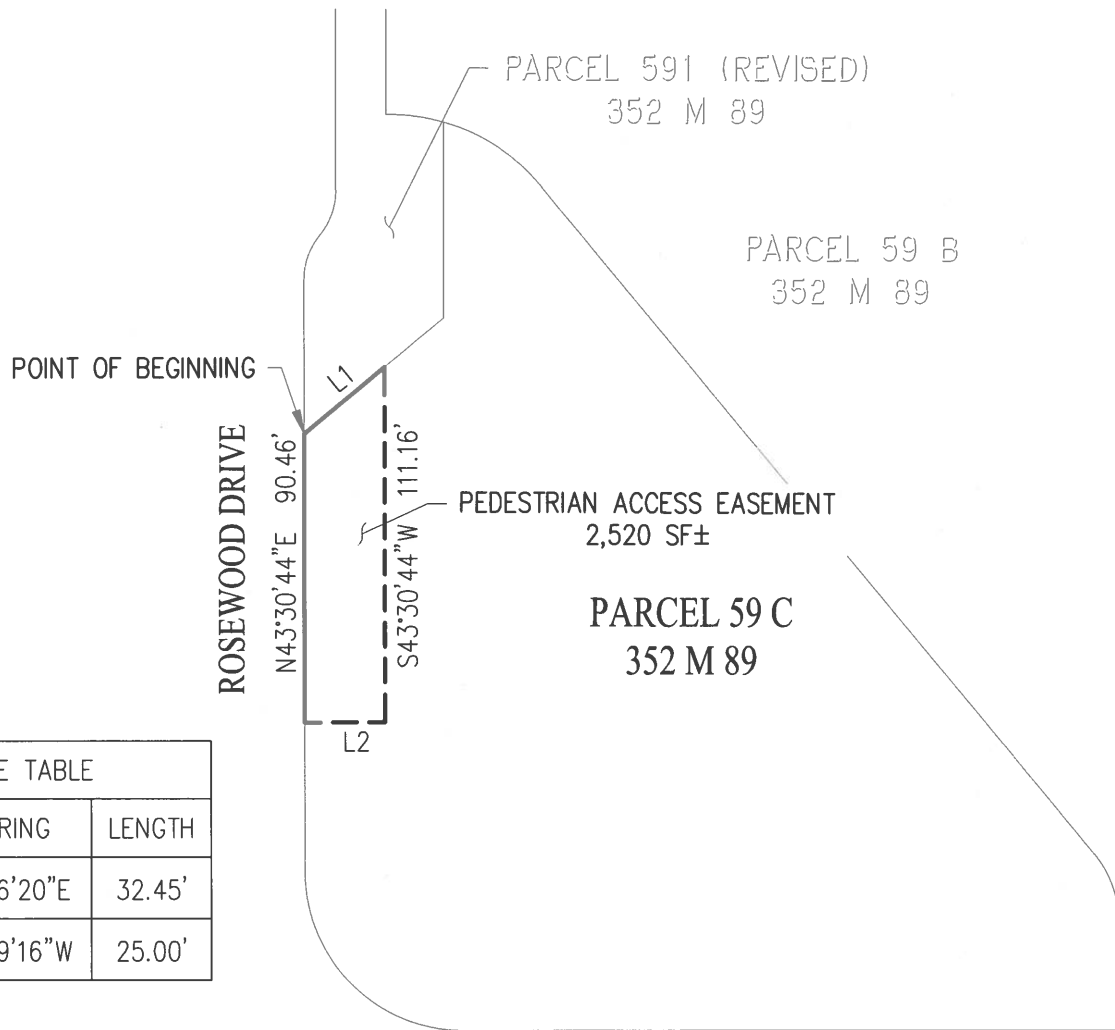
CONTAINING 2,520 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



 2/5/2024
MARK H. WEHBER, P.L.S.
L.S. NO. 7960



LINE TABLE		
NO	BEARING	LENGTH
L1	S86°06'20"E	32.45'
L2	N46°29'16"W	25.00'



2/5/2024

EXHIBIT B

OWENS DRIVE

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PEDESTRIAN ACCESS EASEMENT

PARCEL 59 C (352 M 89)

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

FEBRUARY 5, 2024



SAN RAMON (925) 866-0322

ROSEVILLE (916) 788-4456

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**CERTIFICATE OF ACCEPTANCE
OF PUBLIC EASEMENT**

This is to certify that the interest in real property conveyed by the PEDESTRIAN ACCESS EASEMENT, dated _____, 2024 from AVALON PLEASANTON, L.P., a Delaware limited partnership, to the CITY OF PLEASANTON, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 89-31 of the City Council adopted on January 17, 1989 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

CITY OF PLEASANTON
a municipal corporation

By: _____
Gerry Beaudin, City Manager

CITY COUNCIL OF THE CITY OF PLEASANTON

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 89-31

**RESOLUTION DELEGATING AUTHORITY TO CITY
MANAGER TO ACCEPT DEEDS AND GRANTS
CONVEYING ANY INTEREST IN OR EASEMENTS
UPON REAL ESTATE FOR THE CITY OF
PLEASANTON**

WHEREAS, Government Code Section 27281 governs the procedures for conveyance of an interest in real estate to government agencies; and

WHEREAS, Government Code Section 27281 provides that a governmental agency, by a general resolution, may authorize one or more officers to accept and consent to such deeds or grants of real estate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: The City Council hereby authorizes the City Manager or in his absence, the Assistant City Manager, to accept deeds or grants conveying any interest in or easement upon real estate to the City of Pleasanton.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED JANUARY 17, 1989 BY THE FOLLOWING VOTE:

AYES: Councilmembers - Brandes, Butler, Mohr, Tarver and Mayor Mercer

NOES: None

ABSENT: None

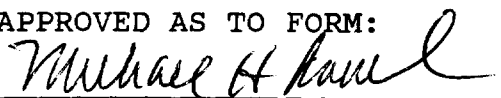
ABSTAIN: None

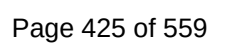
ATTEST:


KENNETH R. MERCER, MAYOR


James R. Walker, City Clerk
By Doris George, Deputy City Clerk

APPROVED AS TO FORM:


Michael H. Roush, City Attorney



ROSEWOOD DRIVE

Parcel 59C Retail Buildings Site

OWENS DRIVE

Public Access Easement (PAE) to be granted

Emergency Vehicle Access Easements (EVAE) to be granted

Public Service Easements (PSE) granted with PM 10172

Parcel 59B Apartments Site

The site plan shows Parcel 59C, a retail buildings site, and Parcel 59B, an apartments site. Parcel 59C is bounded by Rosewood Drive to the north and Owens Drive to the west. The plan highlights three types of easements to be granted: Public Access Easements (PAE), Emergency Vehicle Access Easements (EVAE), and Public Service Easements (PSE). The PAE is shown as a dashed line along the northern boundary of Parcel 59C. The EVAE is shown as a dashed line along the western boundary of Parcel 59C. The PSE is shown as a dashed line along the southern boundary of Parcel 59C. The plan also shows various buildings, parking areas, and other infrastructure. A north arrow is located in the upper right corner of the plan.

April 16, 2024
Human Resources

TITLE: ADOPT A RESOLUTION CERTIFYING AN EXCEPTION TO THE 180-DAY WAITING PERIOD TO APPOINT RETIRED ANNUITANT, GINA ANDERSON, TO SERVE AS INTERIM POLICE CHIEF PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

SUMMARY

The City has a critical need to appoint Gina Anderson, a retired annuitant, to the position of Interim Police Chief as of May 3, 2024, following the retirement of Police Chief David Swing.

RECOMMENDATION

Adopt a resolution waiving the 180-day waiting period to appoint retired annuitant Gina Anderson to serve as Interim Police Chief during the recruitment and selection process for the permanent appointment of the City's next Police Chief. This limited-duration assignment is recommended to be effective May 3, 2024, pursuant to Government Code Sections 7522.56 and 21224, at an hourly rate of \$144.58, consistent with the salary schedule for the police chief.

BACKGROUND

Police Chief David Swing has announced his retirement effective May 2, 2024. The City is conducting a comprehensive recruitment process with an executive search firm for a permanent successor. During the recruitment process, it is crucial to appoint an interim police chief, as the position is critical to maintaining adequate staffing for public safety services, emergency response and recovery. The City Manager has appointed Gina Anderson to serve as Interim Police Chief, effective May 3, 2024. Chief Anderson has the experience and unique skills to serve the City's interim needs and ensure a smooth transition to the permanently appointed chief.

While the City Manager appoints all employees (see Municipal Code §2.08.100), this Interim Police Chief Agreement is presented to the City Council because of a requirement in state law. Chief Anderson, a recent retiree from the City of Newark, is required to have her interim appointment approved by the City Council. (See Cal. Govt. Code §21221(h)). The governing body of a public agency can appoint a retiree to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent the stoppage of public business. The governing body's appointment should explain the need for the retiree's hire, and there must be documentation that the governing body made the appointment in the form of a resolution.

DISCUSSION

Retired annuitants are retirees who return to work with a California Public Employees' Retirement System (CalPERS) employer in a designated retired annuitant position. Government Code (GC) Sections 7522.56 and 21224 permit extra help retired annuitants

under CalPERS to be employed upon appointment by a public agency to fill a critically needed position on an interim basis before 180 days have passed. Basic requirements include:

- Annuitants can be hired only as an interim or acting appointment during the recruitment period; retirees cannot work in a permanent capacity or for an indefinite period.
- The salary must be no more than an hourly pay rate that falls within the regular salary schedule for that position. (A retired annuitant is not entitled to any benefits, vacation, or holidays).
- A maximum of 960 hours can be worked within a fiscal year (July 1 to June 30), including non-paid / volunteer hours.
- Annuitants must wait 180 days after their retirement date before returning to work.

Per GC 21224, “a retired person may serve without reinstatement from retirement or loss or interruption of benefits upon appointment by the appointing power of a public agency employer to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration.” A resolution is required to authorize this interim appointment of a retired annuitant and for the waiver of the 180-day waiting period.

This same state law places strict limits on Chief Anderson’s compensation (can be no higher than the prior holder of the position), sets 960 as the maximum total hours that can be worked in a fiscal year, and does not allow for vacation leaves or other benefits (see Sections 6 and 7). The agreement provides that Chief Anderson will fulfill the duties of a police chief as required by state law (see Section 4), attend night and community meetings, and therefore schedule office hours more flexibly (see Section 5). The agreement includes other typical terms: the City can terminate early (Section 8.a.), and Chief Anderson cannot have conflicts of interest (Section 10).

The City confirms that the temporary appointment of the retired annuitant Gina Anderson as Interim Police Chief for the City complies with Government Code Sections 7522.56 and 21224.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

This action is aligned with the ONE Pleasanton strategic plan goal of *Safeguarding Our City* in providing comprehensive public safety services and preparing the City for future emergencies to foster a safe and secure community.

FISCAL IMPACT

There is sufficient budget in FY 2023/24 to hire Chief Anderson as a retired annuitant Interim Police Chief. Government code does not allow retired annuitants to receive specialty pay and benefits associated with the police chief position, resulting in cost savings for the City.

Prepared by:



Xaviera Scoggins, Director
of Human Resources &
Labor Relations

Submitted by:



Xaviera Scoggins, Director of Human
Resources & Labor Relations

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Reso CC Interim Police Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO APPROVE AN INTERIM POLICE CHIEF AGREEMENT

WHEREAS, Police Chief David Swing is leaving his service with the City effective May 2, 2024; and

WHEREAS, while the City undertakes a recruitment for a new chief of police, an interim police chief is needed for adequate staffing and public safety; and

WHEREAS, Gina Anderson is the retired City of Newark Police Chief, and is qualified and available to serve as the City's Interim Police Chief; and

WHEREAS, while the appointment of the police chief is a duty of the City Manager (see Municipal Code §2.08.100), state law requires that in this circumstance when a position is vacant and a recruitment is being undertaken that if a retiree is assuming the interim position that the City Council must approve such interim appointment (see Cal. Government Code §21221(h)).

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

SECTION 1. Approves the Interim Police Chief Agreement to have Gina Anderson serve at the City's Interim Chief of Police beginning on May 3, 2024, during the recruitment for a permanent police chief, subject to the terms and conditions in the attached Exhibit A. Authorizes the City Manager to: (i) execute the agreement, with minor modifications approved by the City Manager, Human Resources and Labor Relations Director and City Attorney; and (ii) to exercise his discretion to terminate the agreement as provided in Section 8 of the agreement.

SECTION 2. This resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April, 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

Interim Police Chief Agreement

INTERIM POLICE CHIEF AGREEMENT

THIS INTERIM POLICE CHIEF AGREEMENT (“Agreement”) is entered into this 3rd day of May 2024, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Gina Anderson (“Chief Anderson”).

RECITALS

WHEREAS, City desires to employ the services of Chief Anderson as its Interim Police Chief, temporarily, to carry out the duties and responsibilities of Police Chief, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, Chief Anderson is currently a retired Police Chief and has over thirty years of law enforcement experience; and

WHEREAS, Chief Anderson agrees to accept employment as Interim Police Chief of the City of Pleasanton in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, City has determined that it is necessary to hire Chief Anderson because the position of Interim Police Chief is required for adequate staffing and public safety; and

WHEREAS, Chief Anderson wishes to serve as temporary, Interim Police Chief while the City recruits for a permanent Police Chief; and

WHEREAS, the parties wish to set forth the terms upon which the temporary employment will be based; and

WHEREAS, while Pleasanton Municipal Code §2.08.100 makes it the duty of the City Manager to appoint employees, California law (Government Code¹ §21221(h)) requires the City Council to make interim appointments of certain retirees to vacant positions while recruitment occurs, and Chief Anderson qualifies for such interim appointment following Chief Anderson’s retirement from her prior employer pursuant to §7522.56(f)(4).

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

1. Interim Position. Chief Anderson accepts employment with the City as its Interim Police Chief and shall oversee the police department and perform all functions, duties and services set forth in this Agreement. Chief Anderson shall provide service at the direction and under the supervision of the City Manager. It is the intent of the parties that Chief Anderson, as the Interim Police Chief, shall keep the City Manager fully apprised of all significant ongoing operations of the City’s police department.

2. Term. This Agreement shall become effective when executed both by Chief

¹ All references hereafter to the California Government Code unless otherwise noted.

Anderson and the City Manager, which date shall be the date first referenced above. Chief Anderson shall commence the performance of her duties as the Interim Police Chief on May 3, 2024 or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent Police Chief employed by the City; or (ii) upon termination of the Agreement by either Chief Anderson or the City as provided in this Agreement.

3. At-Will. Chief Anderson acknowledges that she is an at-will, temporary employee of the City who shall always serve at the pleasure of the City Manager during the period of her service hereunder. Nothing in this Agreement is intended to, or does, confer upon Chief Anderson any right to any property interest in continued employment except as is expressly provided in Section 2 Term or Section 8 Termination of this Agreement, or any due process right to a hearing before or after a decision by the City Manager to terminate her employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Chief Anderson as provided in Section 2 Term or Section 8 Termination. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Chief Anderson to resign at any time from this position with the City, subject only to the provisions set forth in Section 2 Term or Section 8 Termination of this Agreement.

4. Duties. Chief Anderson shall serve as the Interim Police Chief and perform the duties set forth in §§41601-41612. Chief Anderson shall provide service at the direction and under the supervision of the City Manager. The Interim Police Chief shall keep the City Manager informed of all significant ongoing operations of the City's Police Department. Chief Anderson shall devote her best efforts and full-time attention to the performance of her duties.

5. Hours of Work. Chief Anderson shall devote the time necessary to adequately perform her duties as Interim Police Chief. The parties anticipate that Chief Anderson will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings and such community meetings as the City Manager may direct. Toward that end, Chief Anderson shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at the Police Department, reasonable availability to the City Council, City Manager, City staff, and members of the community during regular City business hours and for the performance of her duties and of City business.

6. Rate of Pay. For all services performed by Chief Anderson as the Interim Police Chief under this Agreement, the City shall pay Chief Anderson compensation at the rate of \$144.58 per hour according to the payroll schedule in place for Temporary City employees paid hourly subject to the limitations provided below.

7. Compliance with CalPERS requirements. It is the intent of the parties to compensate Chief Anderson only to the extent permitted under §21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay is within the established salary range for Police Chief. Chief Anderson acknowledges that she will be compensated the rate of \$144.58 and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

- a. Recordation and Reporting of Hours Worked. Chief Anderson and the City will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as required. The parties acknowledge that Chief Anderson is limiting to working 960 hours in the fiscal year by §21221(h).
 - b. Indemnity for CalPERS Claimed Overpayments. The City agrees to defend and indemnify Chief Anderson for any fees, fines, penalties, contributions or other monetary damages claimed, asserted, or alleged against Chief Anderson by CalPERS as a result of her employment with the City upon a finding that the City failed to keep or report Chief Anderson's accurate hours worked.
 - c. Representations required by CalPERS. Chief Anderson represents that she is a retired annuitant of CalPERS within the meaning of §21221(h), represents that she has not received unemployment compensation from any CalPERS agencies during the twelve (12)-month period preceding the effective date of this Agreement, represents that she has not received a retirement incentive from her prior employer from which she retired, and acknowledges that her compensation is statutorily limited as provided in California Government Code Section 21221(h).
 - d. No Benefits. Pursuant to §21221(h) and related CalPERS regulations and policy statements, Chief Anderson shall not receive from the City any benefits that the City commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.
 - e. No Leave. Chief Anderson, in accordance with §21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.
8. Termination.
- a. By City. This Agreement may be terminated by the City for any reason thirty (30) days after providing written notice to Chief Anderson of such termination. The City's only obligation in the event of such termination will be payment to Chief Anderson of all compensation then due and owing up to and including the effective date of termination.
 - b. By Chief Anderson. This Agreement may be terminated by Chief Anderson for any reason thirty (30) days after providing written notice to the City of such termination. The City shall have the option, in its complete discretion, to make Chief Anderson's termination effective at any time prior to the end of such period, provided the City pays Chief Anderson all compensation then due and owing her through the last day actually worked.
 - c. By Regulatory Requirements. This Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

- d. No Notice for Expiration. Nothing in this Section 8 Termination shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 2 Term.

9. Termination Obligations. Chief Anderson agrees that all property, including, without limitation, all equipment, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to the City and shall be returned promptly to the City upon termination of Chief Anderson's employment. Chief Anderson's obligations under this Section 9 shall survive the termination of her employment and the expiration of this Agreement.

10. Conflict of Interest. In accordance with § 1126, during the period of her employment, Chief Anderson shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the City, that might cause a conflict of interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of Chief Anderson's duties as Interim Police Chief. Chief Anderson covenants that other than this Agreement, Chief Anderson has no financial interest with any official, employee or other representative of the City. Chief Anderson does not have any financial interest in real property, sources of income or investments that would be affected in any manner of degree by the performance of Chief Anderson's services under this Agreement. If such an interest arises, Chief Anderson will immediately notify the City.

11. Expenses. The City agrees to pay job related expenses incurred by Chief Anderson for any out of area business and travel expenses incurred in the course of her duties as approved by the City Manager in accordance with City policy.

12. Vehicle Operation. Chief Anderson shall comply with the City's administrative policies regarding operation of a vehicle on official business. Chief Anderson shall have use of a city vehicle for City business in accordance with City policy.

13. Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [§§810 et seq.], the City will indemnify, defend, and hold Chief Anderson harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Chief Anderson's tenure as Interim Police Chief.

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

To Chief Anderson:
Address on file
in Human Resources Dept.

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

15. Assignment. Chief Anderson shall not assign any rights or obligations under this

agreement.

16. Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

17. Scope of Agreement. This writing constitutes the entire Agreement between the parties. This Agreement may not be amended except in a written document signed by Chief Anderson and the City Manager.

18. Acknowledgment. Chief Anderson acknowledges that she has had the opportunity to consult legal counsel regarding this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

19. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

20. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Alameda County, State of California.

22. 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.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

INTERIM POLICE CHIEF

Gerry Beaudin, City Manager

Gina Anderson

ATTEST:

Jocelyn Kwong, City Clerk

Approved as to form:

Resolution No.
Page 3 of 9

Daniel G. Sodergren, City Attorney

CITY COUNCIL AGENDA REPORT

April 16, 2024
Community Development

TITLE: PUBLIC HEARING - CITY COUNCIL REVIEW OF PLANNING COMMISSION APPROVAL OF A PROPOSED PROJECT AT 3200 HOPYARD ROAD FOR DESIGN REVIEW (P23-0177) AND VESTING TENTATIVE TRACT MAP 8672 FOR EITHER: (OPTION 1) 57 ATTACHED CONDOMINIUM UNITS IN NINE, THREE-STORY BUILDINGS (48 TOWNHOME-STYLE UNITS AND NINE APARTMENT UNITS); OR (OPTION 2) 55 ATTACHED CONDOMINIUM UNITS IN EIGHT, THREE-STORY BUILDINGS AND TWO, TWO-STORY DUET BUILDINGS (47 TOWNHOME-STYLE UNITS AND EIGHT APARTMENT UNITS); AND CITY COUNCIL APPROVAL OF AN AFFORDABLE HOUSING AGREEMENT FOR EITHER OPTION 1 OR OPTION 2

SUMMARY

The project consists of the demolition of an existing church and daycare facility at 3200 Hopyard Road to allow for the development of a multi-family housing project. As summarized below, the original project design consists of the construction of 57 attached condominium units, comprised of 48 townhome-style units and nine one-bedroom apartment units, internal streets, and common open space. The applicant voluntarily proposed an alternative project design with modifications to address neighbors' concerns that consists of the construction of 55 attached condominium units, comprised of 47 townhome-style units and eight one-bedroom apartment units, internal streets, and common open space. The Planning Commission approved both the original and alternative project designs at its March 13, 2024, public hearing, finding both to be consistent with applicable objective standards and the requirements of state housing density bonus law.

At the March 19, 2024, City Council meeting, the City Council requested review of the Planning Commission's decision. At the March 21, 2024, Housing Commission meeting, the Housing Commission did not recommend approval of the proposed Affordable Housing Agreement (AHA) for the 57-unit alternative where the nine one-bedroom units are to be affordable to low-income (80% area median income (AMI)) households in compliance with the Inclusionary Zoning Ordinance (IZO). The Housing Commission, however, did recommend approval of the proposed AHA for the 55-unit alternative where the applicant proposed that the eight one-bedroom units are to be affordable for-sale to moderate-income (120% AMI) households and housing providers, plus a \$77,228 payment, with the Commission's motion also asking staff to work with the applicant to consider options for increased affordability, to better meet the purpose of the IZO.

City staff has been in discussion with the applicant about the affordable housing for the 55-unit alternative, with the City's interest in the eight units being priced for sale to low-income (80% AMI) households and housing providers. There have been discussions about the units being sold to low-income households and housing providers, with the goal for the applicant to receive \$375,000 per unit, but the sales price and restrictions would be tied to a low-income household

level with the cost difference paid by the City using affordable housing funds to provide deeper affordability to the low-income (80% AMI) level.

Given the City Council's request to review the project, the project review and the required approval of the AHA are being brought together for the City Council's consideration.

RECOMMENDATION

1. Approve the Design Review (DR) application, filed as P23-0177, based on the required findings, and subject to the draft conditions of approval in Exhibit A (Attachment 1).
2. Approve the Vesting Tentative Tract Map (VTM) 8672, based on the required findings, and subject to the draft conditions of approval in Exhibit A (Attachment 1).
3. Find the CEQA Guidelines Section 15183 Consistency Checklist (Exhibit C, Attachment 5) for the project is adequate to serve as the environmental documentation for the project and satisfies all the requirements of CEQA.
4. Approve the general provisions of the Affordable Housing Agreement Alternative 2 for the 55-unit project with eight one-bedroom units for sale to low-income (80% AMI) households and housing providers by the applicant accepting \$375,000 per-unit sales price and the City using approximately \$800,000 in Affordable Housing Fees to provide deeper affordability to the low-income (80% AMI) level. (Exhibit A, Attachment 4). The City Council is also asked to delegate authority to the City Manager to approve up to an additional 25% contingency or \$200,000 of Affordable Housing Fees, if needed should additional costs arise or subsidy is required.

BACKGROUND

In October 2022, the applicant submitted a Preliminary Review Application for the project pursuant to Senate Bill 330 (SB 330). The law provides an optional vesting opportunity for housing development projects, which freezes the policies, standards, and fees in effect when the Preliminary Review Application is submitted. The project is vested to the policies, standards, and fees at the time of submittal and therefore is not subject to the 2023 Objective Design Standards (ODS). Pursuant to State law, specifically the Housing Accountability Act (Cal. Government Code § 65589.5), the scope of the City's review and basis for project approval or denial is limited to conformance with standards of the Pleasanton Municipal Code (PMC) and other relevant regulations to the extent that they are objective in nature.

In addition, under State Density Bonus Law (SDBL), the City is required (with extremely limited discretion) to provide for a number of "incentives," "concessions," or "waivers or reductions of development standards" based on the percentage of affordable units and qualification for State housing density bonuses. A concession or incentive is defined in State law as a reduction in site development standards, a modification of zoning code or architectural design requirements or other regulatory incentives or concessions which result in identifiable cost reductions. A project including at least 10 percent but less than 17 percent lower-income units, or at least 10 percent moderate-income units, is entitled to up to one incentive or concession. The original project provides nine lower-income units (15.7 percent of total units), and the alternative project provides eight moderate-income units (14.5 percent of total units); thus, either alternative is entitled to one incentive or concession.

State law separately defines "waivers or reductions of development standards" as a further

form of assistance available to developers with eligible density bonus projects. The City is not permitted to apply a development standard that would physically preclude the construction of the project at its permitted density; accordingly, a developer may request such standards to be modified or “waived” accordingly. For most projects, there is no limit on the number of waivers or reductions of development standards that may be requested. Under these provisions, the applicant has requested 11 waivers for the original 57-unit project, which are summarized in Table 2 of this report; and 11 waivers for the alternative 55-unit project. Note that SDBL does not require a project to propose density above the maximum allowed to be able to apply for concessions or waivers.

SITE AREA AND DESCRIPTION

The approximately 2.99-acre project site is currently occupied by the Harvest Valley Christian Church, which includes an affiliated daycare facility. Surrounding existing land uses include St. Clare’s Episcopal Church and Preschool, and Chabad of the Tri-Valley to the northwest, across South Valley Trails Drive; an office building to the north, across the Hopyard Road/Parkside Drive intersection; the Ken Mercer Sports Park and commercial uses to the east, across Hopyard Road; the Pleasanton Canal Trail, Pleasanton Canal, and the Pleasanton Tennis and Community Park to the south; and single-family residences to the west (Valley Trails neighborhood).

PROJECT DESCRIPTION

Original 57-Unit Project Design

The original project design proposes nine, three-story buildings with a total of 57 condominium units. This includes 48 three- and four-bedroom townhome-style units that would be provided in clusters of six or seven side-by-side units, each with an attached two-car garage. Nine of the townhome-style units would have an attached one-bedroom condominium apartment unit in a duplex configuration, with a one-car garage. The nine, one-bedroom units are proposed to be deed-restricted to lower-income households to meet the City’s inclusionary zoning requirements and to qualify for waivers and concessions pursuant to State Housing Density Bonus Law as described above. (See Attachment 5 – February 28, 2024, Planning Commission Agenda Packet)

Alternative 55-Unit Project Design

The alternative project design proposes eight, three-story buildings with a total of 55 condominium units. This includes 47 three- and four-bedroom townhome-style units that would be provided in clusters of five or six side-by-side units, each with an attached two-car garage, and two duet-style, two-story buildings. Eight of the townhome-style units would have an attached one-bedroom apartment unit in a duplex configuration, with a one-car garage. The eight, one-bedroom units were originally proposed to be deed-restricted to moderate-income households to qualify for waivers and concessions pursuant to State Housing Density Bonus Law as described above. However, the moderate-income level does not meet the Inclusionary Zoning Ordinance (IZO), which requires units to be deed restricted to low- or very-low-income households. The applicant has also proposed the moderate income units, along with a \$77,228 payment, as an alternative compliance approach as allowed by the Inclusionary Zoning Ordinance. (See Attachment 7 – Applicant Proposed Alternative). Further discussion of the project’s affordability is provided, below, in the Inclusionary Zoning Ordinance (IZO) and Affordable Housing Agreements (AHAs) section.

DISCUSSION

General Plan and Zoning Conformance

The project site has a General Plan designation of High Density Residential which assigns a density range of greater than eight dwelling units per acre (du/ac). The project proposes a density of 19 du/ac; thus, the project is consistent with the General Plan Land Use Designation and prescribed density. The project site has a zoning designation of RM-1,500 District. The project, pursuant to SB 330 and SDBL, aligns with the zoning district's permitted uses and site-prescribed development standards pursuant to the Pleasanton Municipal Code (PMC), as described below.

Conformance with Site Development Standards

The project is subject to the prescribed development standards for the RM-1,500 District. The site development standards for the zoning district are included in Table 1. Per SDBL, the project is eligible to request incentives and concessions, and waivers or reductions to development standards. The applicant has requested one incentive and 11 waivers for the 57-unit project and 11 waivers for the 55-unit project, which are summarized below in Table 1.

The applicant has requested the incentive and waivers from site development standards for the purpose of accommodating the proposed number of units at the allowed density (8+ du/ac) for the site and meet open space and circulation requirements. The majority of the waiver requests are related to spatial aspects of the project such as setbacks, lot area, floor area ratio (FAR), parking, etc. Additionally, the applicant requests a height waiver to exceed the maximum height allowed of 30 feet, proposing a maximum height of 34 feet to allow the project to fit onto the property as designed. Without the incentive and waivers, the applicant states that the objective development standards hinder the project that is within the allowed density. In addition, the applicant cites the requests to be cost-saving, which in turn would provide affordable housing as part of the project. Staff has assessed the incentive and waiver requests in conjunction with SDBL and believes the request for waivers are appropriate and needed to accommodate the site's allowable density, and would reflect cost savings. None of the requests would meet the criteria established in State density bonus law for the City to reject or deny the requests, since none would have an adverse impact on written health and safety standards, the physical environment, or historic resources.

Table 1: Incentive and Waiver Request (Original and Alternative Design)

Objective Standard	Required	Proposed	Incentives/waivers Requested
Minimum Lot Area	10,500 sq. ft.	As low as 7,235 sq. ft.	Yes (Incentive)
Minimum Lot Width	80 ft.	61 ft.	Yes (Waiver)
Minimum Lot Depth	125 ft.	107 ft.	Yes (Waiver)
Floor Area Ratio	50% maximum	85%	Yes (Waiver)
Maximum Height of Main Structure	30 ft.	34 ft.	Yes (Waiver)
Front Setback	20 ft. minimum	15 ft.	Yes (Waiver)

Side/Combined Side Setbacks	8 ft./20 ft. minimum	25 ft. / 30 ft. minimum	No – Side and Combined side yard setback for Project complies
Street Side Setback	16 ft.	10 ft.	Yes (Waiver)
Minimum Site Area per Dwelling Unit	1,500 sq. ft.	Plan 1: 1,691 sq. ft. Plan 2: 1,849 sq. ft. Plan 3: 2,378 sq. ft. Plan 4: 2,631 sq. ft. Plan 5: 565 sq. ft.	Yes (Waiver) for Plan 5
Rear Setback	30 ft. minimum	10 ft.	Yes (Waiver)
Group Open Space per Unit	300 sq. ft.	38,648 sq. ft.	No – Project complies
Private Open Space Per Unit	150 sq. ft. minimum	Less than 150 sq. ft. minimum	Yes (Waiver)
Public Service Easement Along Hopyard Road	10 ft.	5 ft.	Yes (Waiver)
Parking	2 parking spaces per unit.	One parking space per studio or one-bedroom unit.	Yes (Waiver)

Measured vertically from the average elevation of the natural grade or finished grade, whichever is lower, of the ground covered by the structure to the mean height between eaves and ridges for a hip, gable, or gambrel roof (Pleasanton Municipal Code §18.84.140)

Vehicle and Bicycle Parking

Per PMC Section 18.88.030.A.(2), condominiums are required to have at least two parking spaces per unit. The project proposes two parking spaces for each townhome unit within an EV-ready two-car garage and bicycle storage area. Per PMC 18.88.030.A.(3)(a), for apartments with two bedrooms or less, a minimum of two spaces shall be required for each of the first four units, and one and one-half spaces for each additional unit. The applicant has requested a SDBL waiver to reduce the parking requirement for the one-bedroom apartment units by providing one parking space per unit within a one-car garage. The PMC does not require guest parking spaces to be provided for condominiums and apartment projects; however, the project provides six guest parking spaces in the Original Project Design and eight guest parking spaces in the Alternative Project Design.

Traffic

A comprehensive traffic analysis was prepared by TJKM, a professional traffic engineering firm, and was peer-reviewed by the City's Traffic Engineering Division staff. The City typically does not require a traffic study when there would be less than 100 new vehicle trips; however, the applicant elected to prepare a study in the interest of providing more comprehensive analysis to the City. The traffic analysis compared the existing uses (church and daycare) to the proposed use (multi-family housing) in terms of number of vehicle trips produced. The analysis concluded the existing uses generate more AM and PM peak hour trips than the proposed use. Under

existing and future conditions, intersections in the vicinity of the project would operate well above the minimum threshold stated in the General Plan, Level of Service (LOS) D. No hazardous conditions, unsafe ingress or egress, or impediment to emergency vehicle access to either the project site or the Valley Trails neighborhood would be generated by the project. For the full TJKM traffic analysis, and summary thereof, refer to the March 13, 2024, Planning Commission Agenda Packet (Attachment 6).

Inclusionary Zoning Ordinance (IZO) and Affordable Housing Agreements (AHAs)

PMC Section 17.44.040(A) provides that for all new multiple-family residential (which includes condominiums) projects of 15 units or more, at least 15 percent of the project's dwelling units shall be affordable to very low, and/or low-income households with such units provided on-site.

Original Project. The original 57-unit project design, reflected in AHA Alternative 1 (Exhibit A, Attachment 3), provides nine low-income affordable one-bedroom apartment units to conform to the IZO. Low-income is generally defined as a household that earns between 60% to 80% of Area Median Income (AMI). And, for a one-bedroom unit, household size is calculated based on two persons. The applicant originally proposed that these inclusionary units would be available for rent to low-income households (60% to 80% AMI). In discussions with staff, the applicant agreed to also provide the inclusionary units for-sale to qualified low-income households (80% AMI) or housing providers. The AHA for the original proposal therefore includes both rental and for-sale options for low-income households in compliance with the IZO.

Alternative 2 Project. For the alternative 55-unit project, reflected in AHA Alternative 2 (Exhibit A, Attachment 4), the applicant is proposing to fulfill the requirements of the IZO under the provisions of PMC 17.44.080. Alternatives to Constructing Inclusionary Units On-Site. That section discusses off-site projects, land dedication, credit transfers, alternative methods of compliance, and low-income housing fee option. For Alternative 2, there are evolving options for meeting the IZO requirements, as staff and the applicant have been in ongoing discussions since Alternative 2 was initially proposed last month.

A. Original Moderate-Income Proposal. The applicant's original proposal for Alternative 2 utilized the "alternative methods of compliance" by offering eight one-bedroom units affordable for-sale to moderate-income households at 120% AMI, plus the payment of \$77,228 in affordable housing fees.

B. \$375,000 per unit Proposal. As the Housing and Planning Commissions (see below) and staff remain concerned about affordability, City staff has been engaged with the applicant regarding how to get the units to be for-sale to low-income (80% AMI) households or housing providers. Both commissions recommended the City Council consider use of affordable housing fees (also known as lower-income housing funds) to make the units affordable to lower-income households, which is permitted by PMC Section 17.40.090 which describes uses of the fund for supporting affordability.

Staff has most recently asked the applicant to accept less revenue for each affordable unit at the median (100% AMI) sales price, and staff recommends the City Council use affordable housing fees to create deeper affordability to price the units for low-income (80% AMI) households or housing providers. City staff does not support the applicant's proposal to sell the affordable units at the 120% AMI sales price because it would be very challenging to sell the moderate-income 120% AMI units at a price that is very close to the market-rate price.

According to a market study conducted by the Bay Area Affordable Homeownership Alliance (BAAHA), the City's homebuyer program administrator, the 120% AMI price does not provide the 25% discount that is the generally acceptable difference between an affordable, restricted unit compared to a market-rate unit (estimated to be \$450,305 for a comparable 565 sq. ft., 1-bedroom condominium, non-deed restricted unit). Without this discount in price, the units are less attractive to buyers when also faced with the restrictive covenants that do not allow the buyer to fully benefit from the home equity available to market-rate units. The City and the applicant have agreed to a \$375,000 per-unit sales price, with the City then contributing affordable housing funds to make the units affordable to low-income households or housing providers.

Planning Commission Recommendation for AHA. When the project was considered by the Planning Commission, while the IZO and alternative AHAs were not then within the Planning Commission's purview, the Commission nevertheless adopted a motion to ask the City Council to consider use of the Lower-Income Housing Fund (LIHF) to make Alternative 2's 8 one-bedroom for-sale moderate-income units more affordable.

Housing Commission Recommendation for AHA. When the AHAs for the original project and alternative were considered by the Housing Commission, the Commission unanimously did not recommend approval of the AHA Alternative 1 for the original 57-unit project. The Commission acknowledged that the 9 one-bedroom units affordable for low-income households, which could be rented or sold to eligible households or housing providers, met the letter of the IZO, but they also acknowledged that the neighbors did not support AHA Alternative 1, and that the applicant stated its preference for AHA Alternative 2.

In discussing AHA Alternative 2's original proposal, the Housing Commission preferred the 55-unit alternative project, but had serious reservations that the moderate-income units do not meet the IZO requirements. While the Commission eventually recommended approval of the AHA Alternative 2 by a 3-1 vote, the Commission also "stipulated that staff should continue to work with the applicant to refine [the] alternative [55-unit project] to meet the original intention of the IZO and with a combination of options available to increase affordability of all units, but not necessarily at the same levels of affordability...".

If the City Council approves the Alternative 2 (55-unit project), it is recommended the City Council adopt the resolution and general provisions of the draft agreement in Attachment 4 that formalizes a \$375,000 per-unit sales price; allocate \$800,000 in affordable housing fees (Account 12230700) to create deeper affordability to the low-income price level; and delegate authority to the City Manager to approve up to an additional 25% contingency (up to \$200,000) of Affordable Housing Fees, if additional costs arise or subsidy is required.

ENVIRONMENTAL ASSESSMENT

A Consistency Checklist has been prepared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) to determine whether the proposed project requires additional environmental review. The Consistency Checklist is attached to the February 28, 2024, Planning Commission agenda report (Exhibit C, Attachment 5). CEQA Guidelines Section 15183 mandates that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which a Final Environmental Impact Report (FEIR) was certified (in this case the Pleasanton General Plan 2005-2025 FEIR) shall not require additional environmental

review, except as might be necessary to examine whether there are project-specific significant effects peculiar to the project or its site.

The Consistency Checklist concluded the proposed project qualifies for an exemption from additional environmental review under Section 15183 because it is consistent with the development density and land use characteristics established by the City, as analyzed by the Pleasanton General Plan 2005-2025 FEIR.

EQUITY AND SUSTAINABILITY

The action directly implements the Housing Element that serves as the City's strategy for addressing its housing needs for all residents at all income levels. The site is identified as a housing opportunity site in the 6th Cycle Housing Element.

OUTREACH

Notice of the application was sent to the surrounding property owners and tenants within a 1,000-foot radius of the site. The applicant also posted an on-site project notification sign pursuant to the City's on-site project notification policy. Noticed neighbors expressed concern to the project's size and scale, privacy, traffic volumes, parking, noise (from traffic and new residents), green space, exclusion of bus stop for children, and building separations for the purpose of emergency vehicles; attachments 5 and 6 provide the public comment details.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the strategic goal of *Building a Community Where Everyone Belongs* from the ONE Pleasanton Strategic Plan, directly supporting Strategy 6 to implement the Housing Element, by implementing the Inclusionary Zoning Ordinance and collecting fees that support a wide range of affordable housing programs and activities for all sectors of the community.

FISCAL IMPACT

Approval of either the 57-unit or 55-unit project will increase the assessed value of the site and result in greater property tax revenues, as well as payment of development impact fees to offset the needs created by the project's new residents.

Should the City Council also direct staff to utilize Affordable Housing Fees to make the 8 low-income units in the 55-unit project more affordable, there is an adequate amount in Account 12230700, which has a current fund balance of more than \$14 million. While the final amount of Affordable Housing Fees has not yet been finalized, it is estimated in the \$800,000 - \$1 million range for all 8 low-income units in Alternative 2.

¹That fee amount represents the estimated fractional construction cost of 0.25 units, as the 55-unit proposal at 15% affordable units requires 8.25 units (when the IZO states that fractions less than 0.5 are rounded down and are not required).

Prepared by:



Diego Mora, Associate
Planner

Submitted by:



Ellen Clark, Director of Community
Development

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Attachment 1: Draft Resolution Option 1
2. Attachment 1, Exhibit A: Conditions of Approval Option 1
3. Attachment 2: Draft Resolution Option 2
4. Attachment 2, Exhibit A: Conditions of Approval Option 2
5. Attachment 3: Resolution - Affordable Housing Agreement - Original 57 unit project
6. Attachment 3, Exhibit A: Affordable Housing Agreement - Original 57 unit project
7. Attachment 4: Resolution - Affordable Housing Agreement 55 unit project
8. Attachment 4, Exhibit A: Affordable Housing Agreement 55 unit project
9. Attachment 5: February 28, 2024 Planning Commission Agenda Packet with Supplemental Material
10. Attachment 6: March 13, 2024 Planning Commission Agenda Packet with Supplemental Material
11. Attachment 7: Applicant Proposed Alternative
12. Attachment 8: PMC 17.44 Inclusionary Zoning Ordinance
13. Attachment 9: Location and Notification Map

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL APPROVING APPLICATIONS FOR DESIGN REVIEW FOR A HOUSING DEVELOPMENT AT 3200 HOPYARD ROAD CONSISTING OF 48 THREE-STORY TOWNHOME-STYLE CONDOMINIUMS AND NINE ONE-BEDROOM APARTMENTS AND A VESTING TENTATIVE MAP, AS FILED UNDER CASE NO. P23-0177 AND VESTING TENTATIVE MAP 8672

WHEREAS, Catalyst Development Partners, LLC has applied for Design Review approval and a Vesting Tentative Map for an the approximately 2.99-acre site located at 3200 Hopyard Road ("Property") into nine parcels for condominium purposes with 57 attached condominium units comprised of 48 townhome-style units ranging in size from approximately 1,692 to 2,738 square feet per unit, and nine one-bedroom apartment units and 12 common area parcels ("Project"); and

WHEREAS, zoning for the property RM-1,500 (Multi-Family Residential District) and the General Plan designation is High Density Residential (8+ dwelling units per acre); and

WHEREAS, a California Environmental Quality Act (CEQA) Guidelines Section 15183 Consistency Checklist was performed for this Project; and

WHEREAS, at its duly noticed public hearing of February 28, 2024, the Planning Commission voted 4-1 to continue the Public Hearing for the above-referenced item to March 13, 2024, with the direction for staff to provide further Project information; and

WHEREAS, on March 13, 2024, the Planning Commission received more information about the Project, as well as an alternative with fewer units; and

WHEREAS, at its duly noticed public hearing of March 13, 2024, the Planning Commission considered all public testimony, relevant exhibits, and recommendations of the City staff concerning the Project and the alternative, and approved the Project and alternative applications, subject to conditions of approval; and

WHEREAS, on March 19, 2024, within the time specified by the Pleasanton Municipal Code Section 18.144.010, the City Council requested that the applications and approval of the Project and the alternative by the Planning Commission be reviewed by the City Council; and

WHEREAS, on April 16, 2024, the City Council held a duly noticed public hearing on this Project application and considered all public testimony, agenda reports, and related materials, and the Planning Commission approval; and

WHEREAS, after a review of the materials presented, the City Council determined that the proposed Project's Design Review application and Vesting Tentative Map are consistent with the City's General Plan and purposes of the Pleasanton Municipal Code, and adopts and reaffirms all of the considerations and findings set forth in Planning Commission Resolution for the 57 unit project plans dated received on September 5, 2023.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pleasanton, based on the entire record of proceedings, including the oral and written staff reports and all public comment and testimony:

Section 1. Finds that the Consistency Checklist for the 57-unit Project is in conformance with the analysis and conclusions of the Pleasanton General Plan 2005-2025 FEIR and qualifies for an exemption from additional environmental review under CEQA Guidelines Section 15183 because the Project is consistent with the development density and land use characteristics established by the City as analyzed by the Pleasanton General Plan 2005-2025 (State Clearinghouse No. 2005122139).

Section 2.

Findings for P23-0177. The City Council finds that the project would conform to all applicable objective standards of the Pleasanton Municipal Code, Zoning Ordinance and other adopted standards, with the exception of items for which a concession or waivers have been requested by the applicant and granted in accordance with provisions of California Density Bonus law at Cal. Government Code §65915.

The City Council also finds that the Project was reviewed based on the nine criteria as required by Section 18.20.030 of the Pleasanton Municipal Code which includes the following, to the extent the above-noted objective standards of the PMC bear a relationship to these criteria:

1. Preservation of the natural beauty of the city and the Project site's relationship to it;
2. Appropriate relationship of the proposed buildings to the site, including transition with streetscape, public views of the buildings, and scale of buildings within its site and adjoining buildings;
3. Appropriate relationship of the proposed buildings and its site to adjoining areas, including compatibility of architectural styles, harmony in adjoining buildings, attractive landscape transitions, and consistency with neighborhood character;
4. Preservation of views enjoyed by residents, workers within the city, and passersby through the community;
5. Landscaping designed to enhance architectural features, strengthen vistas, provide shade, and conform to established streetscape;

6. Relationship of exterior lighting to its surroundings and to the building and adjoining landscape;
7. Architectural style, as a function of its quality of design and relationship to its surroundings; the relationship of building components to one another/the building's colors and materials; and the design attention given to mechanical equipment or other utility hardware on roof, ground or buildings;
8. Integration of signs as part of the architectural concept; and
9. Architectural concept of miscellaneous structures, street furniture, public art in relationship to the site and landscape.

Findings for Vesting Tentative Map 8672

State law and the Zoning Ordinance of the Pleasanton Municipal Code (PMC) set forth the considerations to be addressed in reviewing a Vesting Tentative Map. The City Council makes the following findings that Vesting Tentative Map 8672 conforms to the purposes of the PMC:

1. The proposed vesting tentative subdivision map conforms to the zoning regulations/development plan.

The Vesting Tentative Map and improvements conform to the Design Review development plan and site development standards of P23-0177. The map and improvements, therefore, would conform to the underlying RM-1,500 zoning district.

2. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

As approved and conditioned in the Design Review development plan, the condominiums and apartments in the Project will comply with the City's residential Green Building Ordinance, Climate Action Plan 2.0 and the State's Title 24 Building Energy Efficiency Standards and would be required to incorporate a series of renewable energy design and energy efficiency features.

3. The proposed vesting tentative subdivision map, together with its design and improvement, is consistent with the Pleasanton General Plan.

P23-0177 is found to be consistent with the Pleasanton General Plan and Vesting Tentative Map 8672 was submitted based on the proposed development plan. The proposed subdivision and its improvements are compatible with the applicable objectives, policies, land uses, and programs specified in the General Plan.

4. The subdivision site is physically suitable for this type and density of development.

The Property is not in a flood zone or earthquake fault zone and is relatively flat. Project construction would involve minimal site grading and alteration of existing topography. Thus, the Project site is physically suitable for the proposed development.

5. The design of the subdivision and improvements covered by the proposed vesting tentative subdivision map will not cause substantial environmental damage and avoidably injure fish and/or wildlife or their habitat.

The CEQA Guidelines Section 15183 Consistency Checklist for the Project found no potential for significant environmental effects which are peculiar to the Project or the Property which were not analyzed with the Pleasanton General Plan 2005-2025 EIR. P23-0177 includes conditions that are mitigation measures from the Pleasanton General Plan 2005-2025 EIR that require best management practices to be incorporated before and during construction to minimize impacts to groundwater and surface water quality.

6. The design of the proposed subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision meets all applicable City standards pertaining to public health, safety, and welfare (e.g., standards pertaining to public utilities and services, public road design and traffic safety, fire hazards and noise hazards). All public safety measures are addressed through the design and conditions of approval for P23-0177 and the Vesting Tentative Map. The street design is satisfactory to the Livermore-Pleasanton Fire Department and City Traffic Engineer. The condominiums and apartments will be required to meet the requirements of the California Building Code, Fire Code, and other applicable City codes and/or requirements. The site is free from toxic or hazardous materials and no earthquake, landslide, flooding, or other natural hazards exist at this site.

7. The design of the subdivision or its related improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

The Vesting Tentative Map will maintain the existing City's water pipeline easement located on-site. This Vesting Tentative Map provides for easements including a public access easement, public service easement and emergency

access easement. The design of the subdivision and related improvements does not conflict with the proposed easements.

- 8. The restriction on approving a tentative subdivision map on land covered by a land conservation contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act) is not applicable.**

The site is not covered by any land conservation contract, including a Williamson Act contract.

- 9. The discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board (RWQCB).**

No discharge violation currently exists and sewer capacity is available for this subdivision. The Project would not discharge any waste other than domestic sewage and all sewage would be discharged into the city's sanitary sewer system for ultimate treatment. Stormwater runoff would be collected and conveyed through bio-retention basins. Urban stormwater runoff is required to meet the City's RWQCB permit requirements for urban development.

Findings Pursuant to Government Code Section 65863 (No Net Loss)

The Project would include 48 above-moderate income units and 9 lower-income apartment units; in comparison, the inventory of sites included in the 6th Cycle Housing Element projected that this site (listed as APN 941 090706200 in Table B-14) would provide up to 44 moderate income units. The Project would provide 9 more lower-income units, and 48 more above-moderate units than projected in the inventory, but 44 fewer moderate-income units. However, the inventory of sites provides a buffer of 56 units in excess of the City's assigned 894-unit moderate income regional housing needs allocation (RHNA). As a result, the approval would not require re-zoning of additional sites to meet the moderate income RHNA.

Section 3. Approves Design Review Case No. P23-0177 and Vesting Tentative Map 8672, the applications of Catalyst Development Partners LLC to subdivide an approximately 2.99-acre site located at 3200 Hopyard Road into nine parcels for condominium purposes with 57 attached condominium units comprised of 48 townhome-style units ranging in size from approximately 1,692 to 2,738 square feet per unit, nine one-bedroom apartment units and 12 common area parcels, subject to the conditions shown in Exhibit A, attached hereto and made part of this case by reference.

Section 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

Resolution No.

Page 6

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL

P23-0177, Tract 8672

3200 Hopyard Road

March 13, 2024

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for a Design Review (P23-0177) and Vesting Tentative 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 in nine, three-story buildings (48 townhome-style units and nine apartment units), and related site improvements; and 3) Vesting Tentative Map located on Assessor Parcel No(s). 941-0907-062 at 3200 Hopyard Road. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Exhibit B, Vesting Tentative Tract Map 8672 by MacKay & Somps, Architectural Plans by WHA Architects, and Landscape plans by Ripley Design, dated "Received" on September 5, 2023, and Option 2 alternative project plans dated "Received" on March 11, 2023, and kept on file in the Planning Division of the Community Development Department.
- b. ALTA/NSPS Land Title Survey by MacKay & Somps, dated September 16, 2022, and kept on file in the Planning Division of the Community Development Department.
- c. Lighting Plan - Photometric Analysis by Associated Lighting Representatives, dated October 6, 2023, and kept on file in the Planning Division of the Community Development Department.
- d. Arborist Report prepared by Buena Vista Tree Service for Catalyst Development Partners LLC, dated May 2023, and kept on file in the Planning Division of the Community Development Department.
- e. Traffic Technical Memorandum prepared by TJKM Transportation Consultants for Catalyst Development Partners LLC, dated January 2, 2024, and kept on file in the Planning Division of the Community Development Department.
- f. Geotechnical Investigation Report by Cornerstone Earth Group for Catalyst Development Partners LLC, dated September 27, 2022 (revised August 30, 2023) (Project No. 1380-1-1), and kept on file in the Planning Division of the Community Development Department.

- g. Phase I Environmental Site Assessment (ESA) by Cornerstone Earth Group for Catalyst Development Partners LLC, dated September 8, 2022, and kept on file in the Planning Division of the Community Development Department.
- h. Air Quality Technical report by Ascent Environmental for Catalyst Development Partners LLC, dated August 23, 2023, and kept on file in the Planning Division of the Community Development Department.
- i. Environmental Noise Study by Coffman Engineers for Catalyst Development Partners LLC, dated September 1, 2023, and kept on file in the Planning Division of the Community Development Department.
- j. Biological Resources Analysis Memorandum by Monk & Associates Environmental Consultants for Catalyst Development Partners LLC, dated July 20, 2023, and kept on file in the Planning Division of the Community Development Department.
- k. Hydrology Analysis Technical Memorandum prepared by Akel Engineering Group, Inc. dated September 2023, and kept on file in the Planning Division of the Community Development Department.
- l. LEED v4 Neighborhood Development Plan Project Checklist prepared by Mason Wodhams Architectural Corporation for Catalyst Development Partners LLC, dated April 18, 2023, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the “Approved Plans”.

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the “Approved Plans”, except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building colors or materials, green building measures, landscape material, etc.
2. **EXPIRATION** – The design review approval shall lapse and shall be void 2 years following the effective date of approval of both the design review and vesting tentative map, unless: (1) a final map is approved before the vesting tentative map expires, and then the term of development rights shall be as set forth in Section 19.22.070 of the PMC; (2) prior to expiration a building permit is issued and construction is commenced and diligently pursued to completion; (3) the applicant has filed a request for: (a) design review approval extension pursuant to the provisions of Section 18.12.030 of the PMC, or (b) a vesting tentative map extension per Section 19.22.070.D.2, of the PMC. The vesting tentative map shall expire as provided in Section 19.22.070 of the PMC.
3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a “Conditions of Approval Checklist” indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.

4. **APPEAL PERIOD:** The final map and building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys' fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Site Development and Building Design

6. **BUILDING MATERIALS AND COLORS:** The building materials and colors in the Approved Plans shall be stated on the building permit plans.
7. **PAVING MATERIALS:** The color, material, design, and product specifications for the paving materials used on-site shall be in conformance with the Approved Plans and included with the building permit submittal. Any proposed modifications to the final paving design details shall be subject to review and approval by the Planning Division prior to issuance of building permits.
8. **WINDOWS:** Manufacturer type, design, material, and installation details for all windows within the project shall be specified for each unit/building in conformance with the Approved Plans in the building permit submittal. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
9. **FENCE/WALL:** All fencing and walls shall be shown on the construction plans with the building permit submittal. The design and location must be approved by the Planning Division and comply with all setback requirements.
10. **LIGHTING PLAN:** The applicant shall submit a lighting plan with the building permit submittal in conformance with the Approved Plan. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
11. **BUILDING SURVEY:** The applicant shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the PMC. These plans shall be approved by the Chief Building Official prior to building permit issuance. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.
12. **PAD AND SETBACK CERTIFICATION:** The applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying the pad elevations and building

locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.

13. **BUILDING HEIGHT CERTIFICATION:** The applicant shall submit a building height certification prepared by a California licensed land surveyor or civil engineer to the Director of Community Development before the first framing or structural inspection by the Building and Safety Division. The height of the structures shall be surveyed and verified as being in conformance to the approved building heights as shown on Exhibit B or as otherwise conditioned.
14. **FINAL INSPECTION:** Final inspection of each building by the Planning Division is required prior to that building's occupancy.
15. **TRANSFORMERS:** New electrical transformers shall be placed underground, or aboveground and screened from view to the satisfaction of the Director of Community Development. Details of the new electrical transformers, and any screening architecturally compatible with the building, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community Development prior to building permit issuance.
16. **MECHANICAL EQUIPMENT – SCREENING:** The applicant shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building in conformance with the Approved Plan and Objective Design Standards. Screening details shall be shown on the plans submitted for building permit. All required screening shall be installed prior to final occupancy.
17. **RECYCLING AND COMPOSTING PROGRAMS:** The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs and Pleasanton Municipal Code Chapter 9.23 Organics Reduction and Recycling.

Green Building and Sustainability Measures

18. **ALL-ELECTRIC:** This project is to have no new gas infrastructure installed. This shall be reflected in the plans submitted for Building Permits.
19. **Climate Action Plan 2.0 Compliance:** Prior to building permit issuance, a GHG Emission Compliance Checklist shall be provided to the Planning Division for review and approval by the Director of Community Development. The measures shall be shown on the building permit plans submitted to the Building and Safety Division. The Checklist shall include notation indicating the sheet(s) the measure can be found. Prior to building permit final, all of the measures indicated on the approved checklist shall be inspected and approved by the City of Pleasanton.

Construction Practices and Noticing

20. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier "start times" or later "stop times" for specific construction activities, e.g., concrete pouring. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling

devices. Prior to construction, the hours of construction shall be posted on site.

21. **CONSTRUCTION PARKING:** Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).
22. **CONSTRUCTION TRAILERS:** A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
23. **CONSTRUCTION AND PARKING MANAGEMENT PLAN:** The applicant shall prepare a construction and parking management plan to address impacts and parking demands during the construction phase of the project. The construction and parking management plan shall be subject to review and approval by the City Traffic Engineer and Director of Community Development prior to issuance of a demolition permit, or the first building permit, whichever comes first. The following items shall be incorporated into the construction and parking management plan:
 - a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer;
 - b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
 - c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.
24. **PORTABLE TOILETS:** Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied to prevent odor.
25. **EXCESS SOIL AND SOIL STOCKPILING:** All excess soil from the site shall be off-hauled from the site and disposed of in a lawful manner. No temporary stockpiling of dirt on this site shall occur unless approved with the grading plans or without specific review and approval by the Director of Community Development.
26. **NOTICE OF CONSTRUCTION:** Prior to construction, the applicant shall notify neighbors within 300-feet of the project site of the construction schedule in writing. Such notice shall include contact names and numbers for property owner, agent or contractor.
27. **DISTURBANCE COORDINATOR:** The applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after-hours contact number for the disturbance coordinator, or designee.
28. **CULTURAL RESOURCES:** In the event that human remains are discovered during grading and construction of the project, work shall stop immediately. There shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Section 5097.98.

These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify the persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains.

Fees

29. FEES: The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the SB 330 Preliminary application was submitted, October 14, 2022, subject to applicable existing inflation adjustments.
30. WATER FEES AND WATER METER CONNECTION FEES: The applicant shall pay the applicable Zone 7 and City connection fees and water meter cost for any water meters and irrigation meters, if applicable, prior to building permit issuance
31. SEWER FEES: The applicant shall pay the applicable Dublin-San Ramon Services District (DSRSD) and City sewer connection fees prior to building permit issuance.
32. SCHOOLIMPACT FEES – RESIDENTIAL NEW CONSTRUCTION: Applicant shall work with the Pleasanton Unified School District (PUSD) to develop a program to offset this project's long term effect on school facility needs in Pleasanton. This program shall be designed to fund school facilities necessary to offset this project's reasonably related effect on the long-term need for expanded school facilities. The method and manner for the provision of these funds and/or facilities shall be approved by the PUSD and in place prior to building permit issuance. Written proof of compliance with this condition shall be provided by applicant to the City, on a form generated by the PUSD, prior to building permit issuance.

Environmental

33. Project shall incorporate sound-rated windows, ventilation systems, noise barriers, etc., necessary to ensure that both indoor and outdoor noise levels at the proposed project comply with the standards established in the Pleasanton General Plan.
34. Project shall implement signage and striping efforts to restrict the proposed eastern driveway along South Valley Trails Drive to exclude left-in movements. **Project Specific Condition**
35. Prior to the issuance of a grading or building permit, the project applicant shall submit an air quality construction plan that includes BAAQMD basic Best Management Practices.
 - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
- Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

Project Specific Condition

Other

36. The Homeowners Association shall include restrictions in the CC&R's on smoking at the site in conformance with Pleasanton Municipal Code Chapter 9.27 Restrictions On Smoking At Condominiums, Townhomes And Buildings With Three Or More Attached Units.

HOUSING DIVISION – 925-931-5007

37. AFFORDABLE HOUSING AGREEMENT: The applicant shall execute a City Council-approved Affordable Housing Agreement which sets forth the methodology for the applicant's compliance with Pleasanton Municipal Code Chapter 17.44 requirements and which agreement shall be recorded prior to or concurrently with the final map. **Project Specific Condition**

BUILDING AND SAFETY DIVISION – 925-931-5300

38. PHASED OCCUPANCY: If building occupancy is proposed to be phased, the applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.
39. DIGITAL PLAN SUBMITTAL REQUIREMENT – COMMERCIAL, MULTI-FAMILY RESIDENTIAL AND CONDOMINIUM PROJECTS: The applicant shall submit site plan and building information to the City's Geographic Information Services (GIS) Division in a digital format prior to issuance of the building permit. All changes or revisions to the approved plans during construction which affect the digital submittal, shall be resubmitted for GIS review no later than one month prior to scheduling a final inspection. The updated digital submittal will be checked and approved before the building permit will be finalized and certificate of occupancy granted (if applicable). For phased project, the digital submittal must be approved prior to the first occupancy of any phase. The information will be used for public safety and emergency response planning by the Police and Fire Departments. Refer to the "Digital Plan Submittal Requirements" for necessary data and file formatting requirements.

TRAFFIC ENGINEERING DIVISION – 925-931-5677

40. TRAFFIC CONTROL Plan (TCP): A comprehensive traffic control plan shall be submitted to the City Traffic Engineer for review and approval. Best management practices to minimize traffic impacts shall be used during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. The TCP shall have proper lane closure procedures such as flagger stations, signage, cones, and other warning devices implemented during

construction. The TCP shall also include time of day/hours of lane closures and total number of days

41. TRUCK ROUTES: The haul route for all materials to and from the project site shall be reviewed and approved by the City Traffic Engineer prior to building permit issuance and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the applicant.
42. TRAFFIC SIGNAGE AND STRIPING – ON SITE: All on site traffic related signage and striping shall be included in the building permits plans for review and approval by the City Traffic Engineer prior to building permit issuance.
43. TRAFFIC SIGNAGE AND STRIPING – OFF SITE: All off site traffic related signage and striping shall be included in the improvement plans for review and approval by the City Traffic Engineer prior to permit issuance.
44. TRAFFIC IMPACT FEES: The applicant shall pay any traffic impact fees for the development as determined by the City Traffic Engineer. The fee shall be paid prior to building permit issuance.

LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672

Landscaping

45. LANDSCAPING: Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall provide the species, location, size, quantities, and spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.
46. WATER EFFICIENT LANDSCAPE ORDINANCE (WELO): The project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. The Landscape Documentation Package shall include:
 - a. Project Information;
 - b. Water Efficient Landscape Worksheet;
 - c. Soil management report;
 - d. Landscape design plan;
 - e. Irrigation design plan; and
 - f. Grading design plan.
47. CERTIFICATE OF COMPLETION: Upon completion of construction and prior to final inspection by the Building and Safety Division, the applicant's landscape architect shall submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:

- a. Project information sheet;
- b. Certificate of installation according to the landscape documentation package;
- c. Irrigation scheduling;
- d. Schedule of irrigation, landscape and irrigation maintenance;
- e. Landscape irrigation audit report; and
- f. Soil management report (if not previously submitted).

48. **LANDSCAPING INSTALLATION:** Prior to building permit final all landscaping shall be installed as shown on the approved building permit set and shall be inspected and approved by the Landscape Architecture Division.

49. **CONCRETE CURBS:** 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the Director of Engineering/City Engineer and Director of Community Development, shall be installed between all paved and landscape areas, in conformance with the City's Standard Specifications and Details.

50. **EROSION CONTROL:** For purposes of erosion control, the applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the applicant until permanent landscaping is in place.

51. **BACKFLOW AND IRRIGATION METER SCREENING:** All backflow prevention devices and above ground irrigation controls shall be located and screened to minimize their visual impacts. These devices with their proposed screening shall be shown on the landscaping and utility plans submitted with the building permit plans or improvement plans and shall be subject to the review and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices. **Project Specific Condition**

52. **MAINTENANCE:** The applicant and all future owners of the property shall, at no expense to the City, maintain all the landscaped areas related to the project in a healthful, attractive and reasonably weed-free manner consistent with the approved landscape plan, for the duration of the existence of the project.

53. **SITE LIGHTING:** All site lighting shall be designed for consistency with the International Dark-Sky Association's (IDA) Model Lighting Ordinance. This project site shall be considered to be in an LZ-2 zone for design purposes. Lighting shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. **Project Specific Condition**

54. **ROAD FRONTAGE LANDSCAPE:** The applicant shall provide planting, including street trees, and irrigation and shall be responsible for maintaining the landscape area along the project frontage on Hopyard Road and South Valley Trails Drive. Improvements shall require approval by the City Landscape Architect.

Trails

55. PLEASANTON CANAL TRAIL: The development shall include an ADA accessible connection to the Pleasanton Canal Trail and shall remove and replace the existing gate for the trail adjacent to Hopyard to provide a new pedestrian friendly gate/access per City of Pleasanton and Zone 7 requirements. **Project Specific Condition**

Trees

56. TREE REPORT: The applicant shall comply with the recommendations of the tree report prepared by Carol Randisi with Buena Vista Tree Service, dated May 2023. No tree trimming or pruning other than that specified in the tree report shall occur. The applicant shall arrange for the Project Arborist to conduct a field inspection prior to building permit issuance to ensure all recommendations have been properly implemented. The Project Arborist shall certify in writing all recommendations have been followed. **Project Specific Condition**
57. TREE REMOVAL MITIGATION: Any trees approved to be removed by the City shall have its full value paid into the City's Urban Forestry Fund. A credit for replanting trees shall be as follows:
- a. \$250 credit for a 15-gallon size replacement tree;
 - b. \$500 credit for a 24-inch box size replacement tree; and
 - c. \$1,000 credit for a 36-inch box size replacement tree.

Project Specific Condition

58. TREE BOND: Any tree affected by development/construction must be protected per the Municipal Code. The applicant shall post cash, letter of credit, or other security satisfactory to the Director of Engineering/City Engineer, for all Heritage Trees and any other significant tree as deemed by the City Landscape Architect. This bond or security will be for the value of the tree(s), up to a maximum of \$100,000, and shall be held for a minimum of 1 year following acceptance of public improvements or completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged. An arborist shall be onsite during any tree work (i.e. root pruning, trimming, setting up tree protection, etc.). The bond or security may be released early with a certification letter by the arborist confirming he/she was present during said tree work and work was performed in accordance with the arborist's recommendations.
59. TREE DISPOSITION PLAN: Provide a tree disposition plan that shows trees to remain, trees to be removed, the value of each tree, the total value of the trees to remain and be protected, and the total value of trees to be removed. The plan shall also include the tree protection recommendations from the arborist report. **Project Specific Condition**
60. ROOT CUTTING: The applicant shall comply with the following tree root cutting requirements:
- a. Roots 1-inch in diameter or larger to be removed shall be cleanly cut with a hand saw. Roots smaller than 1-inch in diameter are not considered to be significant and may be removed by the most efficient means.

- b. Roots larger than 2-inches in diameter and within 8-feet of the tree trunk shall not be cut or ground unless prior approval has been received from the Landscape Architecture Division.
- c. Roots of any diameter farther than 8-feet from the tree trunk, which are in conflict with the proposed work may be ground a maximum of one-half of their diameter. Work of this nature shall only be performed using a mechanical stump grinder and only by personnel familiar with its operation.
- d. Roots up to 6-inches in diameter and farther than 8-feet from the tree trunk may be removed if they are in conflict with the proposed work. Roots that are removed shall be cleanly cut using a hand saw.

61. **ROOT CONTROL BARRIER:** The applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division.

62. **TREE PRUNING:** Pruning shall be conducted by a certified arborist familiar with the International Society of Arboriculture (ISA) pruning guidelines and shall comply with the guidelines established by the ISA, Tree Pruning Guidelines, current edition, to maintain the health of the trees.

63. **TREE PROTECTION FENCING:** Prior to issuance of a grading or building permit, the applicant shall install temporary 6-foot-tall chain-link fencing (or other fence type acceptable to the Landscape Architecture Division) outside of the existing tree drip lines. The location of the tree protection fencing shall be shown on the demolition plans (if applicable), grading, building, and/or landscape plans. The fencing shall remain in place until final landscape inspection by the Landscape Architecture Division. Removal of such fencing prior to approval may result in a "stop work order."

64. **PROJECT PLANS:** The following statements shall be printed on the demolition, grading and landscape plans where applicable to the satisfaction of the City Landscape Architect prior to issuance of building permits:

- a. No existing tree may be trimmed or pruned without prior approval by the City Landscape Architect.
- b. Utilize best efforts to locate any new utility trenches outside of the existing canopy of the trees to be saved. If this is not feasible, the applicant shall submit a report from a certified arborist acceptable to the City indicating trenching will not be detrimental to the health of the tree.
- c. Nothing may be stored within the dripline of the tree canopies. This includes equipment, oil, gas, chemicals, harmful materials, fill or storage.
- d. No oil, gasoline, chemicals, or other harmful materials shall be deposited or disposed within the dripline of the trees or in drainage channels, swales, or areas that may lead to the dripline.
- e. No sign, wires, or ropes shall be attached to the trees.
- f. No stockpiling/storage of construction materials, fill, etc., shall take place underneath or within 5-feet of the dripline of the existing trees.

- g. No equipment or temporary structures shall be placed within or beneath the dripline of the existing trees.

Failure to comply with these requirements may result in a “stop work order”.

FIRE DEPARTMENT – 925-454-2361

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

- 65. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.
- 66. FIRE CODE: All construction shall conform to the requirements of the 2022 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.
- 67. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.
- 68. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.
- 69. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.
- 70. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.
- 71. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.
- 72. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.
- 73. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-

Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

74. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

a. The following schedule for NO PARKING signs shall apply:

<i>Width</i>	<i>Requirements</i>
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

75. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

76. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

77. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

78. RESIDENTIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.

- a. Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
- b. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).

- c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.

79. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

ENGINEERING DIVISION - 925-931-5650

Project Specific Conditions of Approval:

- 80. WATER NETWORK ANALYSIS. Capacity in the City's potable water network to serve the subject development has been verified by the City's consultant, Akel Engineering Group according to their final Technical Memorandum dated September 2023. The memo discloses expected potable water pressure and flow at various points within the proposed network. This data shall be used to design/size the fire protection systems and domestic services for each building.
- 81. ASBESTOS & LEAD. Section 10.6 of the Phase 1 Environmental Site Assessment by Cornerstone Earth Group states, "...Due to the age of the on-Site structures, building materials may contain asbestos..." and Section 10.7 states "...Based on the age of the existing buildings, lead-containing paint may be present..." As such, the applicant shall submit an asbestos and lead survey and follow required abatement as necessary prior to issuance of Building Permit for demolition of the existing building.
- 82. POLYCHLORINATED BIPHENYLS (PCBs). Provision C.12.f and .g of the Municipal Regional Stormwater Permit (MRP) that governs stormwater discharges within Alameda County requires PCB-containing building materials to be properly managed during demolition. To determine whether special assessment, removal, and disposal practices are warranted for the subject development, the applicant shall complete and submit a "PCBs Screening Assessment Form" available from the City prior to Building Permit issuance. Completion of form may reveal that sampling and analysis of building materials are required together with reporting to the San Francisco Bay Regional Water Quality Control Board and/or U.S. Environmental Protection Agency. The form requires the applicant to certify compliance with all applicable laws and regulations.
- 83. GEOTECHNICAL ISSUES. Referring to the Cornerstone Earth Group Geotechnical Investigation, the following recommendation shall be addressed on the Building Permit plans:
 - a. Section 5.1.4 "Soil Corrosion Potential" and Appendix C of the Cornerstone Earth Group Geotechnical Investigation, discuss soil corrosivity. Two recommendations are offered. First, elevated levels of water-soluble chlorides in the soils require use of a concrete mix design appropriate for elevated chloride exposure. Second, on-site soils are considered corrosive for buried metallic structures such as metal utilities, so coating systems and cathodic protection are recommended as well as isolation of these utilities from above grade structures.
 - b. Section 6.6 discusses "Wet Soil Stabilization Guidelines" due to soils that become unstable with high moisture content. Three alternative methods of addressing this issue are offered including scarification and drying, removal and replacement, and chemical treatment. The plans must include one (or more) of these stabilization methods.

- c. Section 10.4 discusses "Pavement Cutoff" to mitigate surface water penetration into native expansive clay soils which could significantly reduce pavement life. Several alternatives are recommended, all of which must be keyed into pavement subgrade soils at least 4". One or more of these alternatives shall be incorporated into the pavement design.

84. **POTABLE WATER SERVICE.** The City purchases potable water wholesale from Zone 7 Water Agency. Fees are due to both the City of Pleasanton and Zone 7 for new connections to the City's pipe network. Said fee amounts appear in the City's adopted Master Fee Schedule. For more information about water usage in Pleasanton, refer to Pleasanton Municipal Code Title 14.

This property is currently served by an existing 5/8-inch-diameter water meter (Account #3378-14000-001, Meter #55550473). If this meter will not be utilized as part of the proposed development, the applicant shall contact the City's Utility Billing Division at 925-931-5500 or osd@cityofpleasantonca.gov to initiate the meter removal process. Removal of said meter will be performed by City staff. Any outstanding water consumption charges must be paid in full prior to the meter removal as well as all fees associated with the disconnection. Fee credits will be offered for the removed meter when new water services are requested.

85. **RECYCLED WATER.** The City operates a recycled water network for landscape irrigation according to Pleasanton Municipal Code Chapter 14.20. The subject property resides within the recycled water use area and must therefore utilize said water for irrigation purposes upon development. The network extends along the Hopyard Road frontage of the property. Connection fees are shown in the City's adopted Master Fee Schedule.

Standard Conditions of Approval

86. **CONDITIONS OF APPROVAL:** These Conditions of Approval shall be depicted on a plan sheet(s) in the submitted plans for construction. (Address this condition prior to plan approval)

87. **ENGINEERING DIVISION FEES FOR SERVICE:** The Engineering Division assesses fees for services including plan-check, permit issuance, and inspection according to the City's adopted Master Fee Schedule. These fees are separate and distinct from fees assessed by the Community Development Department (including Planning and Building Division fees). The applicant is responsible for payment of all Engineering Division fees prior to services rendered or permit issuance, whichever is first. (Address this condition prior to plan approval)

88. **DESIGN PER CITY STANDARDS:** All public improvements shall be designed in conformance with the City of Pleasanton Municipal Code and the City's adopted Standard Specifications and Details in effect at the time of issuance of the permit(s). Said standards are available for download at:

<http://www.cityofpleasantonca.gov/gov/depts/engineering/standard.asp>

(Address this condition prior to plan approval)

89. **CLEAN WATER PROGRAM (HYDROMODIFICATION PROJECTS):** Because the project creates and/or replaces more than 43,560 square feet (1.00 acres) of impervious surface, increases impervious surface over pre-project conditions, and is located in a susceptible area, it is considered a Hydromodification (HM) Project according to Provision C.3.g of the Municipal Regional Stormwater NPDES Permit that regulates stormwater runoff in Alameda County. The

Alameda Countywide Clean Water Program developed a C.3 Guidance Manual to assist applicants in addressing these regulations. The Guidance Manual is available for download at:

<https://www.cleanwaterprogram.org/businesses/development.html>

HM projects must include stormwater treatment measures in the site design to cause no increase in the erosion potential of the receiving stream over the pre-project (existing) condition. To demonstrate compliance, the City encourages use of the Bay Area Hydraulic Model (BAHM). The model software can be downloaded at no cost from Clear Creek Solutions. In addition, HM projects must be subject to a Stormwater Treatment Measure Maintenance Agreement between the City and property owner to assure long-term maintenance of the installed measures. The City will provide a template agreement. Once executed, the agreement must be recorded against the property. (Address this condition prior to plan approval)

90. **GEOTECHNICAL RECOMMENDATIONS:** Recommendations from the project's geotechnical investigation, as prepared by a California-licensed Geotechnical Engineer or Certified Engineering Geologist, shall be incorporated into the design of the improvements and/or explicitly noted on the plans. The author(s) of the geotechnical investigation shall certify on the plans that the design complies with their recommendations. During construction, the applicant must follow all recommendations. (Address this condition prior to plan approval)
91. **SUBDIVISION MAPS:** The subdivision of land is governed by Pleasanton Municipal Code Title 19, as well as the California Government Code §§66410-66499.85 (Subdivision Map Act). All maps are subject to review and approval by the City Engineer. Recordation of the subdivision map shall be coordinated by the applicant's title company, with one full-sized mylar copy of the recorded map returned to the City.

The following statement shall be included on the cover sheet of the map: "I, Adam Nelkie, P.E., City Engineer of the City of Pleasanton, County of Alameda, State of California, do hereby state that I have examined the herein embodied map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet 1 thereof and that the [PARCEL OR TRACT] map was presented to me as provided by local ordinance. This map conforms with the requirements of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map, and the subdivision as shown is substantially the same as it appeared on the tentative map, if any, and any approved alterations thereof. The name of the subdivider is as shown on the statement of owner upon this sheet."

For parcel maps, add the following: "The dedications and/or easements shown as [LIST] upon said map thereon offered for dedication are hereby accepted for the purpose for which offered."

Adam Nelkie, P.E., Registration No. 78830, City Engineer, City of Pleasanton, County of Alameda, State of California [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to map approval)

92. **CITY CLERK'S STATEMENT:** For final maps, the following statement shall be included on the cover sheet of the map: "I, Jocelyn Kwong, City Clerk and Clerk of the Council of the City of Pleasanton, County of Alameda, State of California, do hereby state that this final map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet [NUMBER] thereof, was presented to said Council of the City of Pleasanton, as provided

by law at a regular meeting held on the [DAY] day of [MONTH], [YEAR] and that said Council of the City of Pleasanton did thereupon by motion duly passed and adopted at said meeting, approved said map and accepted on behalf of the public all parcels of land and easements as offered for dedication to the City of Pleasanton for public use in conformity with the terms of the offer of dedication. The names of the subdividers are as shown on the Owner's Statement upon Sheet 1. In witness whereof, I have hereunto set my hand this [DAY] day of [MONTH], [YEAR]. Jocelyn Kwong, City Clerk, City of Pleasanton, Alameda County, State of California [SIGNATURE LINE]". (Address this condition prior to map approval)

93. SUBDIVISION IMPROVEMENT AGREEMENT: Public improvements required as part of the subdivision must be either completed to the satisfaction of the City Engineer prior to map approval, or guaranteed by a Subdivision Agreement. The agreement requires the applicant to post financial security in the form of either a cash deposit, letter of credit, or surety bonds in amounts equivalent to the value of the public improvements. If surety bonds are utilized, the form of the bond language shall be consistent with California Government Code §66499.1 for faithful performance and §66499.2 for labor and materials. The amounts of the bonds shall be 100% of the total estimated value of the public improvements consistent with §66499.3. In addition, the City requires a warranty bond (often referred to as a maintenance bond) for 10% of the estimated value. The warranty bond shall be active for one-year following formal acceptance of the improvements. All submitted securities are subject to review and approval by the City Attorney. In addition, final maps and the associated Subdivision Agreement are subject to approval by the City Council. (Address this condition prior to map approval)

94. CITY SURVEYOR: The City utilizes the services of an outside consultant to certify the technical accuracy of subdivision maps as City Land Surveyor pursuant to California Government Code §66451.1. In order to provide this service, the consultant will submit a proposal to the City for the estimated cost of the work. The estimate will be presented to the applicant together with the City's administrative markup according to the City's adopted Master Fee Schedule. Review of the subdivision map cannot commence until the applicant has submitted payment to the City for these costs. If the ultimate fee at the conclusion of the work is less than this payment, the applicant will be refunded the difference. If the ultimate fee is more than this payment, then the applicant shall submit payment for the difference before the consultant certifies the map.

The following statement shall be included on the cover sheet of the map: "I, [NAME PROVIDED BY CITY], P.L.S, Acting City Surveyor for the City of Pleasanton, Alameda County, California, do hereby state that I have examined this map entitled "[MAP NAME/NUMBER]", and I am satisfied that said map is technically correct. [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to map approval)

95. DEDICATIONS TO THE CITY: Dedications to the City shall conform to the following standards whether dedicated on a subdivision map or by recorded separate instrument:

- a. Right-of-way dedications for roadways or similar access shall be offered irrevocably to the City pursuant to California Government Code Section 7050. Right-of-way is defined in Pleasanton Municipal Code §13.04.010.
- b. Public Service Easements (PSE) shall be granted to the City in accordance with Pleasanton Municipal Code §19.24.190 and 19.36.110. PSEs shall be offered as an easement for public purposes including but not limited to installation, construction,

access, and maintenance of all public services facilities above and below the ground surface including poles, wires, conduits, vaults, cabinets, retaining walls, sanitary sewers, storm drains, gas lines, and water lines as well as all those public utilities and appurtenances thereto as subject to regulation under Pleasanton Municipal Code Chapter 13.04. Consistent with California Government Code Section 66439(d)(3), the offer shall include the statement, "The real property described below is dedicated as an easement for public purposes..."

(Address this condition prior to recordation of map or separate instrument title documents granting rights to the City)

96. **DATUM FOR VERTICAL CONTROL:** Vertical control surveying for all improvements to be constructed shall be based on the North American Vertical Datum of 1988 (NAVD 88). Any benchmarks used that relied on the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be converted to NAVD 88 when presented on plans. The location of the benchmark and source of data must also be disclosed on the plans. (Address this condition prior to plan approval)

97. **SURVEY MONUMENTS FOR HORIZONTAL CONTROL:** Final maps shall include sufficient durable survey monuments to allow the subdivision to be retraced in conformance with Pleasanton Municipal Code §19.24.220. Setting of monuments shall be in accordance with California Government Code §66495-66498. The surveyor shall give notice to the City Engineer when final monuments have been set, and when payment for said work has been received from the subdivider. (Address this condition prior to acceptance of improvements)

98. **STORMWATER HYDRAULICS:** The City's storm drainage network has been designed in accordance with the Alameda County Hydrology and Hydraulics Manual published by the Alameda County Flood Control & Water Conservation District. Said manual is available for download at:

<https://acfloodcontrol.org/the-work-we-do/the-work-we-do-hydrology-manual/>

The City is located in Zone 7, and its storm drain pipe network is considered a secondary facility. Any connections to, additions, or upgrades to the City's pipe network shall be designed in accordance with the manual. Calculations submitted for review/approval shall be presented in a format consistent with the "Calculation Form – District Rational Method" available in the manual. The calculations shall demonstrate adequate freeboard given the design storm event assuming all bioretention areas are overflowing. Said calculations shall be prepared, stamped, and signed by a California-licensed civil engineer. (Address this condition prior to plan approval)

99. **EMERGENCY OVERLAND STORMWATER FLOW/SUMP PROPERTIES:** All properties shall be designed with an emergency overland flow path to direct storm runoff to the nearest public street or open flood control facility in the event on-site pipes become plugged. The flow path shall be lower than the finish floor elevation of all habitable structures. The flow path cannot rely on neighboring properties unless a storm drain easement across the neighbor is obtained. Sump properties must be designed to discharge the 50-year recurrence interval storm event through the pipe network before habitable structures become inundated. (Address this condition prior to plan approval)

100. **POTABLE WATER SYSTEM DESIGN STANDARDS:** All permanent connections to the City's potable water network shall conform to Pleasanton Municipal Code §14.04.050. Any required water pressure and/or flow needed by the applicant beyond that available from the network at the point-of-connection must be provided by the applicant as a private improvement on the customer side of the meter or backflow prevention device. All extensions or upgrades to the potable water network shall be designed to satisfy the following minimum standards:

- a. Minimum number of valves:
 - i. 3 at cross intersections
 - ii. 2 at "T" intersections
 - iii. 500 feet maximum spacing
 - iv. 1 valve at each fire hydrant lateral
 - v. Pressure regulating valve station required between pressure zones
- b. Minimum number of fire hydrants (subject to approval by Livermore-Pleasanton Fire Department (LPFD) Fire Marshal:
 - i. 1 hydrant within 250 feet of any existing or proposed structure
 - ii. 2 hydrants within 500 feet of any commercial, multi-family residential, industrial, or school building
- c. Minimum pipe size: 8-inch diameter
- d. Minimum depth of cover over pipe: 42 inches
- e. Blowoff requirements:
 - i. At all dead ends whether temporary or permanent
 - ii. At all low points in the line
- f. Maximum flow velocity: 10 feet per second (fps)
- g. Minimum fire flows in gallons per minute (gpm):
 - i. 1,500 gpm for 2 hours (rural residential)
 - ii. 2,000 to 2,500 gpm for 2 hours (single family residential)
 - iii. 2,500 gpm for 2 hours (multi-family residential)
 - iv. 2,500 gpm for 2 hours (social/recreation)
 - v. 3,500 gpm for 2 hours (schools/commercial/public/institutional)
 - vi. 4,000 gpm for 4 hours (industrial in the lower pressure zone only)
 - vii. 5,000 gpm for 4 hours (industrial in all other pressure zones)
- h. Minimum pressures:
 - i. 40 psi (peak hour demand)
 - ii. 20 psi (maximum day demand plus fire flows)

(Address this condition prior to plan approval)

101. **RECYCLED WATER SYSTEM DESIGN STANDARDS:** All connections to the City's recycled water system shall conform to Pleasanton Municipal Code §14.06.020 et seq. and Chapter 14.20. All new development within the recycled water use area shall use recycled water for landscape irrigation unless granted an exemption from the City Engineer. Tertiary treated recycled water comes from the Dublin San Ramon Services District wastewater treatment plant in conformance with Title 22, Division 4 of the California Code of Regulations. The recycled water is intended for landscape irrigation, and cannot be used in ways that may threaten public health. A map of the current network is available for download at:

102. **UTILITY ENCLOSURES:** Proposed utility enclosures including vaults, meter boxes, splice boxes, and pedestals shall be installed in the public right-of-way, in a public service easement (PSE), or in a utility company specific easement. The locations for utility enclosures shall be considered in the following order of preference: (1) PSE area behind public sidewalk; (2) parkstrip area between the roadway curb & gutter and the sidewalk; (3) within the public sidewalk set flush to grade; (4) within driveway approach areas set flush to the surface with traffic-rated lids. In no case shall an above-ground pedestal or utility cabinet obstruct sight-line visibility for vehicle drivers at intersections or driveways. Above-ground pedestals or utility cabinets are preferred within the side-yard area of a corner residential lot rather than the front-yard. Deviations from this standard must be approved by the City Engineer. (Address this condition prior to plan approval)
103. **DRY UTILITIES (ELECTRICITY, CATV, TELECOM):** All dry utilities including electricity, telecommunications, cable television, street lights, alarm systems, etc. required to serve the project shall be installed underground from the point-of-connection at the utility purveyor's network to the service point. Aerial drops from utility poles will not be allowed without prior approval of the City Engineer. (Address this condition prior to plan approval)
104. **ENCROACHMENT PERMIT:** Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Pleasanton Municipal Code Chapter 13.04. All encroachment permit work is subject to adopted City of Pleasanton Standard Specifications and Details, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure, insurance and City-issued Business License upon application for a permit. (Address this condition prior to permit issuance)
105. **HAUL ROUTE:** Deliveries to and from the project site shall conform to the Commercial Vehicle Regulations included in Pleasanton Municipal Code Chapter 11.48. Vehicles with gross weights exceeding 3 tons but less than 8 tons are prohibited on any City roadway other than those designated a Commercial Vehicle Route unless a Transportation Permit has first been obtained. Said Commercial Vehicle Routes include First Street, Stanley Boulevard, and Sunol Boulevard. In addition to weight restrictions, vehicles that exceed 96 inches in width and/or 60 feet in length are also required to obtain a Transportation Permit. For information about Transportation Permits call 925-931-5677. (Address this condition prior to permit issuance)
106. **CONSTRUCTION GENERAL PERMIT:** This application is subject to a Construction General Permit according to the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The general permit is applicable to development sites that disturb one or more acres of land surface. The applicant will be required to register the project with the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number, which must be printed on the grading and/or erosion control plans. (Address this condition prior to permit issuance)

107. TEMPORARY TRAFFIC CONTROL: Work in the public right-of-way or publicly-accessible easement areas require submittal, review, approval, and implementation of a temporary traffic control plan. The plan shall be in writing and subject to review and approval of the City's Traffic Engineer. The plan must conform to the California Manual on Uniform Traffic Control Devices (C MUTCD), with specific emphasis on Part 6 "Temporary Traffic Control".

If Flaggers will be utilized, said personnel must be trained in the proper fundamentals of flagging moving traffic before entering the right-of-way. The City may demand to see evidence of said training before allowing said personnel into the right-of-way.

Prior to work within a traffic signal-controlled intersection, the applicant shall request the City place the signal on all-directions flashing red. Temporary STOP (R1-1) signs shall be placed at each approach leg.

Any alterations to pedestrian paths of travel must conform to current standards for the disabled. Any walking member of the public with a visual impairment (cane or guide dog) must be escorted through the construction zone. (Address this condition during construction)

108. HIGH VISIBILITY SAFETY APPAREL: All workers on foot who are exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Performance Class 2, high visibility safety apparel and headwear, or any updates adopted by Cal OSHA. During hours of darkness, warning garments shall be retroreflective with visibility from a minimum 1,000 feet. (Address this condition during construction)

109. EXCAVATION SAFETY: All excavations must be performed in conformance with California Government Code Section 4216 et seq. No excavation shall occur until proper notice is provided to Underground Service Alert (usanorth811.org) by calling either 811 or 800-642-2444 at least 72-hours prior to the work so buried utilities can be marked. All excavations shall be covered or barricaded to prevent entry when work is inactive. Open excavations in the public right-of-way must be covered by skid-resistant steel plates that are firmly affixed to the surface with leading edges ramped. Excavations 5-feet and deeper require a protective system as defined by Cal-OSHA. If a shoring system or trench boxes will be utilized as the protective system, said system shall either be manufactured and installed according to manufacturer recommendations, or designed by a registered professional engineer and installed according to approved plans. (Address this condition during construction)

110. POLLUTANT REDUCTION IN STORMWATER: At no time during construction of the project shall pollutants be allowed to enter, clog, or contaminate storm drain pipe networks or open stormwater channels in violation of Pleasanton Municipal Code §9.14.080 et seq. The applicant shall contain all trash and debris for proper disposal to authorized landfills or recyclers. Erosion control features shall be deployed during the rainy season that extends from October 1st to April 15th each year, or any time rain is forecast outside of this period. Best Management Practices (BMPs) shall be strictly followed. Street sweepers must be employed if soil or debris is tracked onto the public roads from vehicles exiting the site. Standard BMPs are available from the California Stormwater Quality Association (CASQA), the United States Environmental Protection

Agency (EPA), Caltrans, and others. Notes and/or illustrations shall be added to the plans that describe the BMPs to be utilized during construction. The use of manufactured erosion control woven blankets and straw wattles that utilize plastic monofilament netting is specifically prohibited. (Address this condition during construction)

111. SWPPP REPORTING: Copies of any monitoring and/or sampling reports required by the stormwater pollution prevention plan (SWPPP) and submitted by the Legally Responsible Person (LRP) to the State of California's SMARTS database shall also be submitted to the City of Pleasanton inspector assigned to the project. The LRP shall also submit to the City a copy of the required Annual Report no later than September 1st of each year that construction is active or when erosion control features have been deployed. The report must include a summary of all sampling and analysis performed (Risk Levels 2 and 3 only), a log of all inspections performed including Rain Event Action Plans (REAP), a summary of any required corrective actions taken, and a summary of any violations. (Address this condition during construction)
112. DUST CONTROL: Dust control measures must be employed during all phases of construction to prevent airborne nuisance to neighboring properties. All stockpiles or unused materials that can create dust shall be covered or removed. Exposed soil areas shall be routinely watered until surfacing materials or landscaping is installed. Use of dust palliatives shall conform to Caltrans Standard Specification Section 18. Any damage caused by airborne dust to neighboring properties shall be cleaned with costs paid by the applicant. If the applicant fails the address dust as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
113. PROPERTY NUISANCE: At no time during construction of the project shall the condition of the property become a nuisance as defined in Pleasanton Municipal Code §9.28.020. The City shall have the right to inspect the property for conditions that violate the code standard. If a nuisance is found, the applicant shall immediately submit a plan of correction. Depending on the severity of the nuisance, the City may suspend all construction work until the condition is corrected. Any of the following conditions shall be considered severe: Leaking chemicals that can cause environmental damage; open excavations or any excavation deeper than 4 feet that lacks proper shoring; unsecured materials that can fall to the ground causing damage or injury; open or exposed utilities that could cause electrical shock or contamination of sewer, potable water systems, groundwater wells, or storm drainage networks. If the applicant fails the address the nuisance as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
114. NOISE: Construction noise is regulated under Pleasanton Municipal Code Chapter 9.04. Noise is prohibited outside of the hours of 8:00 am and 8:00 pm daily except Sundays and holidays when noise is prohibited outside the hours of 10:00 am and 6:00 pm. Noise is defined as a level exceeding 83 dBA at a distance of 25 feet or 86 dBA at any point beyond the boundary of the property under construction. If the applicant fails the address the noise as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. Exceptions to these regulations require a special permit granted by the City for circumstances when strict

compliance would be impractical or unreasonable, and contingent upon proper noticing to surrounding property owners that includes the dates and times when noise levels will be exceeded and the specific reasons why an exception to the regulation has been granted. (Address this condition during construction)

115.DROUGHT RESTRICTIONS: If the City Council declares a drought during a time when this development is under construction, as described in §9.30.010 et seq. of the Pleasanton Municipal Code, the applicant shall utilize only recycled water under Stage 1 or greater restrictions for all non-potable construction-related water needs. Recycled water is available at designated locations within the City, subject to the applicant's receipt of a temporary hydrant meter from the Operations Service Center located at 3333 Busch Road. The applicant is responsible for all water costs based on current billing rates. (Address this condition during construction)

116.GEOTECHNICAL FINAL REPORT: At the conclusion of construction, the applicant shall submit to the City a final report from the Geotechnical Engineer or Certified Engineering Geologist testifying to the successful completion of all material testing and/or observation work performed. The final report must provide assurance that all recommendations had been strictly followed. The applicant shall bear all costs associated with this condition. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

117.GEOGRAPHIC INFORMATION SYSTEMS: The City's Geographic Information Systems (GIS) staff publishes digital maps that enable first responders to efficiently navigate to locations where calls for service have been requested. The maps are also shared with agencies and departments that provide other critical services to residents such as mail delivery. To keep these maps current, the City requires as-built plan or map information to be submitted by the applicant in a format that integrates with ArcGIS by ESRI. The "Digital Submittal Requirements" are available for download at the following weblink:

<https://www.cityofpleasantonca.gov/gov/depts/gis.asp>

(Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

118.DAMAGE TO EXISTING PUBLIC OR PRIVATE IMPROVEMENTS: The applicant shall repair damage to existing public or private improvements on and near the project site and along the haul route at the applicant's expense if caused by construction activities. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

OPERATIONS SERVICES DEPARTMENT – ENVIRONMENTAL SERVICES/UTILITIES DIVISION - 925-931-5500

119.FULL TRASH CAPTURE DEVICES: The applicant shall install trash capture devices at each upstream connection point to the public storm drain system subject to the review and approval of the Director of Engineering/City Engineer. Stormwater treatment controls, proposed in compliance with Provision C.3 of NPDES Permit No. CAS612008, shall also prevent the discharge of trash to the downstream municipal separate storm sewer systems and receiving waters. Discharge points from these treatment control facilities, including overflows, shall be appropriately screened (5 mm

mesh screen) or otherwise configured to meet the full trash capture screening specification for storm flows up to the full trash capture 1-year, 1-hour storm hydraulic specification, in compliance with the NPDES Permit No. CAS612008. The applicant shall submit a Stormwater Management Plan as part of the improvement plans prepared by a California licensed civil engineer, which include but is not limited to the type, location, and sizing calculations of the treatment controls that will be installed. Full trash capture devices shall be a part of the "Stormwater Treatment Measures and Maintenance Agreement

END

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL APPROVING APPLICATIONS FOR DESIGN REVIEW FOR A HOUSING DEVELOPMENT AT 3200 HOPYARD ROAD CONSISTING OF 47 THREE-STORY TOWNHOME-STYLE AND TWO 2-STORY DUET CONDOMINIUMS, AND EIGHT ONE-BEDROOM APARTMENTS AND A VESTING TENTATIVE MAP, AS FILED UNDER CASE NO. P23-0177 AND VESTING TENTATIVE MAP 8672

WHEREAS, Catalyst Development Partners LLC has applied for Design Review approval and a Vesting Tentative Map for an approximately 2.99-acre site located at 3200 Hopyard Road ("Property") to create nine parcels for condominium purposes with 55 attached condominium units comprised of 47 townhome-style units ranging in size from approximately 1,692 to 2,738 square feet per unit, and eight one-bedroom apartment units and 12 common area parcels ("Project"); and

WHEREAS, zoning for the property RM-1,500 (Multi-Family Residential District) and the General Plan designation is High Density Residential (8+ dwelling units per acre); and

WHEREAS, a California Environmental Quality Act (CEQA) Guidelines Section 15183 Consistency Checklist was performed for this Project; and

WHEREAS, at its duly noticed public hearing of February 28, 2024, the Planning Commission voted 4-1 to continue the original proposal for this site to March 13, 2024, with the direction for staff to provide further clarifying information; and

WHEREAS, at its March 13, 2024, meeting the Planning Commission considered this Project, which was an alternative design (i.e. height, floor plan layout, fewer units) than the original proposal; and

WHEREAS, at its duly noticed public hearing of March 13, 2024, the Planning Commission considered all public testimony, relevant exhibits, and recommendations of the City staff concerning this 55-unit Project, and approved the Design Review and Vesting Tentative Map applications, subject to conditions of approval; and

WHEREAS, on March 19, 2024, within the time specified by the Pleasanton Municipal Code Section 18.144.010, the City Council requested that the original applications for this site, and the Project, both approved by the Planning Commission on March 13, 2024, be reviewed by the City Council; and

WHEREAS, on April 16, 2024, the City Council held a duly noticed public hearing on this Project and considered all public testimony, agenda reports, and related materials, and the Planning Commission approval; and

WHEREAS, after a review of the materials presented, the City Council determined that the Project's Design Review application and Vesting Tentative Map are consistent with the City's General Plan and purposes of the Pleasanton Municipal Code, and adopts and reaffirms all of the considerations and findings set forth in Planning Commission Resolution for the 55-unit Project's plans dated received on March 11, 2024.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pleasanton, based on the entire record of proceedings, including the oral and written staff reports and all public comment and testimony:

Section 1. Finds that the Consistency Checklist for the 55-unit Project is in conformance with the analysis and conclusions of the Pleasanton General Plan 2005-2025 FEIR and qualifies for an exemption from additional environmental review under CEQA Guidelines Section 15183 because the project is consistent with the development density and land use characteristics established by the City as analyzed by the Pleasanton General Plan 2005-2025 (State Clearinghouse No. 2005122139).

Section 2.

Findings for P23-0177. The City Council finds that the 55-unit Project conforms to all applicable objective standards of the Pleasanton Municipal Code, Zoning Ordinance and other adopted standards, with the exception of items for which a concession or waivers have been requested by the applicant and granted in accordance with provisions of California Density Bonus law at Cal. Government Code §65915.

The City Council also finds that the Project was reviewed based on the nine criteria as required by Section 18.20.030 of the Pleasanton Municipal Code which includes the following, to the extent the above-noted objective standards of the PMC bear a relationship to these criteria:

1. Preservation of the natural beauty of the city and the Project site's relationship to it;
2. Appropriate relationship of the proposed buildings to the site, including transition with streetscape, public views of the buildings, and scale of buildings within its site and adjoining buildings;
3. Appropriate relationship of the proposed buildings and the site to adjoining areas, including compatibility of architectural styles, harmony in adjoining buildings, attractive landscape transitions, and consistency with neighborhood character;
4. Preservation of views enjoyed by residents, workers within the city, and passersby through the community;
5. Landscaping designed to enhance architectural features, strengthen vistas, provide shade, and conform to established streetscape;

6. Relationship of exterior lighting to its surroundings and to the buildings and adjoining landscape;
7. Architectural style, as a function of its quality of design and relationship to its surroundings; the relationship of buildings components to one another/the buildings' colors and materials; and the design attention given to mechanical equipment or other utility hardware on roof, ground or buildings;
8. Integration of signs as part of the architectural concept; and
9. Architectural concept of miscellaneous structures, street furniture, public art in relationship to the site and landscape.

Findings for Vesting Tentative Map 8672

State law and the Zoning Ordinance of the Pleasanton Municipal Code (PMC) set forth the considerations to be addressed in reviewing a Vesting Tentative Map. The City Council makes the following findings that Vesting Tentative Map 8672 conforms to the purposes of the PMC:

1. The proposed vesting tentative subdivision map conforms to the zoning regulations/development plan.

The Vesting Tentative Map and improvements conform to the Design Review development plan and site development standards of P23-0177. The map and improvements, therefore, would conform to the underlying RM-1,500 zoning district.

2. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

As approved and conditioned in the Design Review development plan, the condominiums and apartments in the Project will comply with the City's residential Green Building Ordinance, Climate Action Plan 2.0 and the State's Title 24 Building Energy Efficiency Standards and would be required to incorporate a series of renewable energy design and energy efficiency features.

3. The proposed vesting tentative subdivision map, together with its design and improvement, is consistent with the Pleasanton General Plan.

P23-0177 is found to be consistent with the Pleasanton General Plan and Vesting Tentative Map 8672 was submitted based on the proposed development plan. The proposed subdivision and its improvements are compatible with the applicable objectives, policies, land uses, and programs specified in the General Plan.

4. The subdivision site is physically suitable for this type and density of development.

The Property is not in a flood zone or earthquake fault zone and is relatively flat. Project construction would involve minimal site grading and alteration of existing topography. Thus, the Project site is physically suitable for the Project.

5. The design of the subdivision and improvements covered by the proposed vesting tentative subdivision map will not cause substantial environmental damage and avoidably injure fish and/or wildlife or their habitat.

The CEQA Guidelines Section 15183 Consistency Checklist for the Project found no potential for significant environmental effects which are peculiar to the Project or the Property which were not analyzed with the Pleasanton General Plan 2005-2025 EIR. P23-0177 includes conditions that are mitigation measures from the Pleasanton General Plan 2005-2025 EIR that require best management practices to be incorporated before and during construction to minimize impacts to groundwater and surface water quality.

6. The design of the proposed subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision meets all applicable City standards pertaining to public health, safety, and welfare (e.g., standards pertaining to public utilities and services, public road design and traffic safety, fire hazards and noise hazards). All public safety measures are addressed through the design and conditions of approval for P23-0177 and the Vesting Tentative Map. The street design is satisfactory to the Livermore-Pleasanton Fire Department and City Traffic Engineer. The condominiums and apartments will be required to meet the requirements of the California Building Code, Fire Code, and other applicable City codes and/or requirements. The site is free from toxic or hazardous materials and no earthquake, landslide, flooding, or other natural hazards exist at this site.

7. The design of the subdivision or its related improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

The Vesting Tentative Map will maintain the existing City's water pipeline easement located on-site. This Vesting Tentative Map provides for easements including a public access easement, public service easement and emergency

access easement. The design of the subdivision and related improvements does not conflict with the proposed easements.

- 8. The restriction on approving a tentative subdivision map on land covered by a land conservation contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act) is not applicable.**

The site is not covered by any land conservation contract, including a Williamson Act contract.

- 9. The discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board (RWQCB).**

No discharge violation currently exists and sewer capacity is available for this subdivision. The Project would not discharge any waste other than domestic sewage and all sewage would be discharged into the city's sanitary sewer system for ultimate treatment. Stormwater runoff would be collected and conveyed through bio-retention basins. Urban stormwater runoff is required to meet the City's RWQCB permit requirements for urban development.

Findings Pursuant to Government Code Section 65863 (No Net Loss)

The Project includes 47 above-moderate income units and 8 moderate-income apartment units; in comparison, the inventory of sites included in the 6th Cycle Housing Element projected that this site (listed as APN 941 090706200 in Table B-14) would provide up to 44 moderate income units. The project would provide 47 more above-moderate units than projected in the inventory, but 36 fewer moderate-income units. However, the inventory of sites provides a buffer of 56 units in excess of the City's assigned 894-unit moderate income regional housing needs allocation (RHNA). As a result, the approval would not require re-zoning of additional sites to meet the moderate income RHNA.

Section 3. Approves Design Review Case No. P23-0177 and Vesting Tentative Map 8672, the applications of Catalyst Development Partners LLC to subdivide an approximately 2.99-acre site located at 3200 Hopyard Road into nine parcels for condominium purposes with 55 attached condominium units comprised of 47 townhome-style units ranging in size from approximately 1,692 to 2,738 square feet per unit, eight one-bedroom apartment units and 12 common area parcels, subject to the conditions shown in Exhibit A, attached hereto and made part of this case by reference.

Section 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

Resolution No.

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I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL

P23-0177, Tract 8672

3200 Hopyard Road

March 13, 2024

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for a Design Review (P23-0177) and Vesting Tentative Map 8672 approval pursuant to SB 330 to: 1) demolish an existing church and daycare facility; 2) construct a housing development consisting of 55 attached condominium units in eight, three-story buildings (47 townhome-style units and eight apartment units), and related site improvements; and 3) Vesting Tentative Map located on Assessor Parcel No(s). 941-0907-062 at 3200 Hopyard Road. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Exhibit B, Vesting Tentative Tract Map 8672 by MacKay & Somps, Architectural Plans by WHA Architects, and Landscape plans by Ripley Design, dated "Received" on September 5, 2023, and Option 2 alternative project plans dated "Received" on March 11, 2023, and kept on file in the Planning Division of the Community Development Department.
- b. ALTA/NSPS Land Title Survey by MacKay & Somps, dated September 16, 2022, and kept on file in the Planning Division of the Community Development Department.
- c. Lighting Plan - Photometric Analysis by Associated Lighting Representatives, dated October 6, 2023, and kept on file in the Planning Division of the Community Development Department.
- d. Arborist Report prepared by Buena Vista Tree Service for Catalyst Development Partners LLC, dated May 2023, and kept on file in the Planning Division of the Community Development Department.
- e. Traffic Technical Memorandum prepared by TJKM Transportation Consultants for Catalyst Development Partners LLC, dated January 2, 2024, and kept on file in the Planning Division of the Community Development Department.
- f. Geotechnical Investigation Report by Cornerstone Earth Group for Catalyst Development Partners LLC, dated September 27, 2022 (revised August 30, 2023) (Project No. 1380-1-1), and kept on file in the Planning Division of the Community Development Department.

- g. Phase I Environmental Site Assessment (ESA) by Cornerstone Earth Group for Catalyst Development Partners LLC, dated September 8, 2022, and kept on file in the Planning Division of the Community Development Department.
- h. Air Quality Technical report by Ascent Environmental for Catalyst Development Partners LLC, dated August 23, 2023, and kept on file in the Planning Division of the Community Development Department.
- i. Environmental Noise Study by Coffman Engineers for Catalyst Development Partners LLC, dated September 1, 2023, and kept on file in the Planning Division of the Community Development Department.
- j. Biological Resources Analysis Memorandum by Monk & Associates Environmental Consultants for Catalyst Development Partners LLC, dated July 20, 2023, and kept on file in the Planning Division of the Community Development Department.
- k. Hydrology Analysis Technical Memorandum prepared by Akel Engineering Group, Inc. dated September 2023, and kept on file in the Planning Division of the Community Development Department.
- l. LEED v4 Neighborhood Development Plan Project Checklist prepared by Mason Wodhams Architectural Corporation for Catalyst Development Partners LLC, dated April 18, 2023, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the “Approved Plans”.

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the “Approved Plans”, except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building colors or materials, green building measures, landscape material, etc.
2. **EXPIRATION** – The design review approval shall lapse and shall be void 2 years following the effective date of approval of both the design review and vesting tentative map, unless: (1) a final map is approved before the vesting tentative map expires, and then the term of development rights shall be as set forth in Section 19.22.070 of the PMC; (2) prior to expiration a building permit is issued and construction is commenced and diligently pursued to completion; (3) the applicant has filed a request for: (a) design review approval extension pursuant to the provisions of Section 18.12.030 of the PMC, or (b) a vesting tentative map extension per Section 19.22.070.D.2, of the PMC. The vesting tentative map shall expire as provided in Section 19.22.070 of the PMC.
3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a “Conditions of Approval Checklist” indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.

4. **APPEAL PERIOD:** The final map and building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys' fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Site Development and Building Design

6. **BUILDING MATERIALS AND COLORS:** The building materials and colors in the Approved Plans shall be stated on the building permit plans.
7. **PAVING MATERIALS:** The color, material, design, and product specifications for the paving materials used on-site shall be in conformance with the Approved Plans and included with the building permit submittal. Any proposed modifications to the final paving design details shall be subject to review and approval by the Planning Division prior to issuance of building permits.
8. **WINDOWS:** Manufacturer type, design, material, and installation details for all windows within the project shall be specified for each unit/building in conformance with the Approved Plans in the building permit submittal. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
9. **FENCE/WALL:** All fencing and walls shall be shown on the construction plans with the building permit submittal. The design and location must be approved by the Planning Division and comply with all setback requirements.
10. **LIGHTING PLAN:** The applicant shall submit a lighting plan with the building permit submittal in conformance with the Approved Plan. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
11. **BUILDING SURVEY:** The applicant shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the PMC. These plans shall be approved by the Chief Building Official prior to building permit issuance. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.
12. **PAD AND SETBACK CERTIFICATION:** The applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying the pad elevations and building

locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.

13. **BUILDING HEIGHT CERTIFICATION:** The applicant shall submit a building height certification prepared by a California licensed land surveyor or civil engineer to the Director of Community Development before the first framing or structural inspection by the Building and Safety Division. The height of the structures shall be surveyed and verified as being in conformance to the approved building heights as shown on Exhibit B or as otherwise conditioned.
14. **FINAL INSPECTION:** Final inspection of each building by the Planning Division is required prior to that building's occupancy.
15. **TRANSFORMERS:** New electrical transformers shall be placed underground, or aboveground and screened from view to the satisfaction of the Director of Community Development. Details of the new electrical transformers, and any screening architecturally compatible with the building, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community Development prior to building permit issuance.
16. **MECHANICAL EQUIPMENT – SCREENING:** The applicant shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building in conformance with the Approved Plan and Objective Design Standards. Screening details shall be shown on the plans submitted for building permit. All required screening shall be installed prior to final occupancy.
17. **RECYCLING AND COMPOSTING PROGRAMS:** The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs and Pleasanton Municipal Code Chapter 9.23 Organics Reduction and Recycling.

Green Building and Sustainability Measures

18. **ALL-ELECTRIC:** This project is to have no new gas infrastructure installed. This shall be reflected in the plans submitted for Building Permits.
19. **Climate Action Plan 2.0 Compliance:** Prior to building permit issuance, a GHG Emission Compliance Checklist shall be provided to the Planning Division for review and approval by the Director of Community Development. The measures shall be shown on the building permit plans submitted to the Building and Safety Division. The Checklist shall include notation indicating the sheet(s) the measure can be found. Prior to building permit final, all of the measures indicated on the approved checklist shall be inspected and approved by the City of Pleasanton.

Construction Practices and Noticing

20. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier "start times" or later "stop times" for specific construction activities, e.g., concrete pouring. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling

devices. Prior to construction, the hours of construction shall be posted on site.

21. **CONSTRUCTION PARKING:** Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).
22. **CONSTRUCTION TRAILERS:** A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
23. **CONSTRUCTION AND PARKING MANAGEMENT PLAN:** The applicant shall prepare a construction and parking management plan to address impacts and parking demands during the construction phase of the project. The construction and parking management plan shall be subject to review and approval by the City Traffic Engineer and Director of Community Development prior to issuance of a demolition permit, or the first building permit, whichever comes first. The following items shall be incorporated into the construction and parking management plan:
 - a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer;
 - b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
 - c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.
24. **PORTABLE TOILETS:** Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied to prevent odor.
25. **EXCESS SOIL AND SOIL STOCKPILING:** All excess soil from the site shall be off-hauled from the site and disposed of in a lawful manner. No temporary stockpiling of dirt on this site shall occur unless approved with the grading plans or without specific review and approval by the Director of Community Development.
26. **NOTICE OF CONSTRUCTION:** Prior to construction, the applicant shall notify neighbors within 300-feet of the project site of the construction schedule in writing. Such notice shall include contact names and numbers for property owner, agent or contractor.
27. **DISTURBANCE COORDINATOR:** The applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after-hours contact number for the disturbance coordinator, or designee.
28. **CULTURAL RESOURCES:** In the event that human remains are discovered during grading and construction of the project, work shall stop immediately. There shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Section 5097.98.

These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify the persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains.

Fees

29. FEES: The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the SB 330 Preliminary application was submitted, October 14, 2022, subject to applicable existing inflation adjustments.
30. WATER FEES AND WATER METER CONNECTION FEES: The applicant shall pay the applicable Zone 7 and City connection fees and water meter cost for any water meters and irrigation meters, if applicable, prior to building permit issuance
31. SEWER FEES: The applicant shall pay the applicable Dublin-San Ramon Services District (DSRSD) and City sewer connection fees prior to building permit issuance.
32. SCHOOLIMPACT FEES – RESIDENTIAL NEW CONSTRUCTION: Applicant shall work with the Pleasanton Unified School District (PUSD) to develop a program to offset this project's long term effect on school facility needs in Pleasanton. This program shall be designed to fund school facilities necessary to offset this project's reasonably related effect on the long-term need for expanded school facilities. The method and manner for the provision of these funds and/or facilities shall be approved by the PUSD and in place prior to building permit issuance. Written proof of compliance with this condition shall be provided by applicant to the City, on a form generated by the PUSD, prior to building permit issuance.

Environmental

33. Project shall incorporate sound-rated windows, ventilation systems, noise barriers, etc., necessary to ensure that both indoor and outdoor noise levels at the proposed project comply with the standards established in the Pleasanton General Plan.
34. Project shall implement signage and striping efforts to restrict the proposed eastern driveway along South Valley Trails Drive to exclude left-in movements. **Project Specific Condition**
35. Prior to the issuance of a grading or building permit, the project applicant shall submit an air quality construction plan that includes BAAQMD basic Best Management Practices.
 - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
- Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

Project Specific Condition

Other

36. The Homeowners Association shall include restrictions in the CC&R's on smoking at the site in conformance with Pleasanton Municipal Code Chapter 9.27 Restrictions On Smoking At Condominiums, Townhomes And Buildings With Three Or More Attached Units.

HOUSING DIVISION – 925-931-5007

37. AFFORDABLE HOUSING AGREEMENT: The applicant shall execute a City Council-approved Affordable Housing Agreement which sets forth the methodology for the applicant's compliance with Pleasanton Municipal Code Chapter 17.44 requirements and which agreement shall be recorded prior to or concurrently with the final map. **Project Specific Condition**

BUILDING AND SAFETY DIVISION – 925-931-5300

38. PHASED OCCUPANCY: If building occupancy is proposed to be phased, the applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.
39. DIGITAL PLAN SUBMITTAL REQUIREMENT – COMMERCIAL, MULTI-FAMILY RESIDENTIAL AND CONDOMINIUM PROJECTS: The applicant shall submit site plan and building information to the City's Geographic Information Services (GIS) Division in a digital format prior to issuance of the building permit. All changes or revisions to the approved plans during construction which affect the digital submittal, shall be resubmitted for GIS review no later than one month prior to scheduling a final inspection. The updated digital submittal will be checked and approved before the building permit will be finalized and certificate of occupancy granted (if applicable). For phased project, the digital submittal must be approved prior to the first occupancy of any phase. The information will be used for public safety and emergency response planning by the Police and Fire Departments. Refer to the "Digital Plan Submittal Requirements" for necessary data and file formatting requirements.

TRAFFIC ENGINEERING DIVISION – 925-931-5677

40. TRAFFIC CONTROL Plan (TCP): A comprehensive traffic control plan shall be submitted to the City Traffic Engineer for review and approval. Best management practices to minimize traffic impacts shall be used during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. The TCP shall have proper lane closure procedures such as flagger stations, signage, cones, and other warning devices implemented during

construction. The TCP shall also include time of day/hours of lane closures and total number of days

41. TRUCK ROUTES: The haul route for all materials to and from the project site shall be reviewed and approved by the City Traffic Engineer prior to building permit issuance and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the applicant.
42. TRAFFIC SIGNAGE AND STRIPING – ON SITE: All on site traffic related signage and striping shall be included in the building permits plans for review and approval by the City Traffic Engineer prior to building permit issuance.
43. TRAFFIC SIGNAGE AND STRIPING – OFF SITE: All off site traffic related signage and striping shall be included in the improvement plans for review and approval by the City Traffic Engineer prior to permit issuance.
44. TRAFFIC IMPACT FEES: The applicant shall pay any traffic impact fees for the development as determined by the City Traffic Engineer. The fee shall be paid prior to building permit issuance.

LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672

Landscaping

45. LANDSCAPING: Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall provide the species, location, size, quantities, and spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.
46. WATER EFFICIENT LANDSCAPE ORDINANCE (WELO): The project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. The Landscape Documentation Package shall include:
 - a. Project Information;
 - b. Water Efficient Landscape Worksheet;
 - c. Soil management report;
 - d. Landscape design plan;
 - e. Irrigation design plan; and
 - f. Grading design plan.
47. CERTIFICATE OF COMPLETION: Upon completion of construction and prior to final inspection by the Building and Safety Division, the applicant's landscape architect shall submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:

- a. Project information sheet;
 - b. Certificate of installation according to the landscape documentation package;
 - c. Irrigation scheduling;
 - d. Schedule of irrigation, landscape and irrigation maintenance;
 - e. Landscape irrigation audit report; and
 - f. Soil management report (if not previously submitted).
48. LANDSCAPING INSTALLATION: Prior to building permit final all landscaping shall be installed as shown on the approved building permit set and shall be inspected and approved by the Landscape Architecture Division.
49. CONCRETE CURBS: 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the Director of Engineering/City Engineer and Director of Community Development, shall be installed between all paved and landscape areas, in conformance with the City's Standard Specifications and Details.
50. EROSION CONTROL: For purposes of erosion control, the applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the applicant until permanent landscaping is in place.
51. BACKFLOW AND IRRIGATION METER SCREENING: All backflow prevention devices and above ground irrigation controls shall be located and screened to minimize their visual impacts. These devices with their proposed screening shall be shown on the landscaping and utility plans submitted with the building permit plans or improvement plans and shall be subject to the review and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices. **Project Specific Condition**
52. MAINTENANCE: The applicant and all future owners of the property shall, at no expense to the City, maintain all the landscaped areas related to the project in a healthful, attractive and reasonably weed-free manner consistent with the approved landscape plan, for the duration of the existence of the project.
53. SITE LIGHTING: All site lighting shall be designed for consistency with the International Dark-Sky Association's (IDA) Model Lighting Ordinance. This project site shall be considered to be in an LZ-2 zone for design purposes. Lighting shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. **Project Specific Condition**
54. ROAD FRONTAGE LANDSCAPE: The applicant shall provide planting, including street trees, and irrigation and shall be responsible for maintaining the landscape area along the project frontage on Hopyard Road and South Valley Trails Drive. Improvements shall require approval by the City Landscape Architect.

Trails

55. PLEASANTON CANAL TRAIL: The development shall include an ADA accessible connection to the Pleasanton Canal Trail and shall remove and replace the existing gate for the trail adjacent to Hopyard to provide a new pedestrian friendly gate/access per City of Pleasanton and Zone 7 requirements. **Project Specific Condition**

Trees

56. TREE REPORT: The applicant shall comply with the recommendations of the tree report prepared by Carol Randisi with Buena Vista Tree Service, dated May 2023. No tree trimming or pruning other than that specified in the tree report shall occur. The applicant shall arrange for the Project Arborist to conduct a field inspection prior to building permit issuance to ensure all recommendations have been properly implemented. The Project Arborist shall certify in writing all recommendations have been followed. **Project Specific Condition**
57. TREE REMOVAL MITIGATION: Any trees approved to be removed by the City shall have its full value paid into the City's Urban Forestry Fund. A credit for replanting trees shall be as follows:
- a. \$250 credit for a 15-gallon size replacement tree;
 - b. \$500 credit for a 24-inch box size replacement tree; and
 - c. \$1,000 credit for a 36-inch box size replacement tree.

Project Specific Condition

58. TREE BOND: Any tree affected by development/construction must be protected per the Municipal Code. The applicant shall post cash, letter of credit, or other security satisfactory to the Director of Engineering/City Engineer, for all Heritage Trees and any other significant tree as deemed by the City Landscape Architect. This bond or security will be for the value of the tree(s), up to a maximum of \$100,000, and shall be held for a minimum of 1 year following acceptance of public improvements or completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged. An arborist shall be onsite during any tree work (i.e. root pruning, trimming, setting up tree protection, etc.). The bond or security may be released early with a certification letter by the arborist confirming he/she was present during said tree work and work was performed in accordance with the arborist's recommendations.
59. TREE DISPOSITION PLAN: Provide a tree disposition plan that shows trees to remain, trees to be removed, the value of each tree, the total value of the trees to remain and be protected, and the total value of trees to be removed. The plan shall also include the tree protection recommendations from the arborist report. **Project Specific Condition**
60. ROOT CUTTING: The applicant shall comply with the following tree root cutting requirements:
- a. Roots 1-inch in diameter or larger to be removed shall be cleanly cut with a hand saw. Roots smaller than 1-inch in diameter are not considered to be significant and may be removed by the most efficient means.

- b. Roots larger than 2-inches in diameter and within 8-feet of the tree trunk shall not be cut or ground unless prior approval has been received from the Landscape Architecture Division.
- c. Roots of any diameter farther than 8-feet from the tree trunk, which are in conflict with the proposed work may be ground a maximum of one-half of their diameter. Work of this nature shall only be performed using a mechanical stump grinder and only by personnel familiar with its operation.
- d. Roots up to 6-inches in diameter and farther than 8-feet from the tree trunk may be removed if they are in conflict with the proposed work. Roots that are removed shall be cleanly cut using a hand saw.

61. **ROOT CONTROL BARRIER:** The applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division.

62. **TREE PRUNING:** Pruning shall be conducted by a certified arborist familiar with the International Society of Arboriculture (ISA) pruning guidelines and shall comply with the guidelines established by the ISA, Tree Pruning Guidelines, current edition, to maintain the health of the trees.

63. **TREE PROTECTION FENCING:** Prior to issuance of a grading or building permit, the applicant shall install temporary 6-foot-tall chain-link fencing (or other fence type acceptable to the Landscape Architecture Division) outside of the existing tree drip lines. The location of the tree protection fencing shall be shown on the demolition plans (if applicable), grading, building, and/or landscape plans. The fencing shall remain in place until final landscape inspection by the Landscape Architecture Division. Removal of such fencing prior to approval may result in a "stop work order."

64. **PROJECT PLANS:** The following statements shall be printed on the demolition, grading and landscape plans where applicable to the satisfaction of the City Landscape Architect prior to issuance of building permits:

- a. No existing tree may be trimmed or pruned without prior approval by the City Landscape Architect.
- b. Utilize best efforts to locate any new utility trenches outside of the existing canopy of the trees to be saved. If this is not feasible, the applicant shall submit a report from a certified arborist acceptable to the City indicating trenching will not be detrimental to the health of the tree.
- c. Nothing may be stored within the dripline of the tree canopies. This includes equipment, oil, gas, chemicals, harmful materials, fill or storage.
- d. No oil, gasoline, chemicals, or other harmful materials shall be deposited or disposed within the dripline of the trees or in drainage channels, swales, or areas that may lead to the dripline.
- e. No sign, wires, or ropes shall be attached to the trees.
- f. No stockpiling/storage of construction materials, fill, etc., shall take place underneath or within 5-feet of the dripline of the existing trees.

- g. No equipment or temporary structures shall be placed within or beneath the dripline of the existing trees.

Failure to comply with these requirements may result in a “stop work order”.

FIRE DEPARTMENT – 925-454-2361

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

- 65. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.
- 66. FIRE CODE: All construction shall conform to the requirements of the 2022 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.
- 67. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.
- 68. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.
- 69. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.
- 70. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.
- 71. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.
- 72. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.
- 73. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-

Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

74. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

a. The following schedule for NO PARKING signs shall apply:

<i>Width</i>	<i>Requirements</i>
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

75. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

76. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

77. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

78. RESIDENTIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.

- Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
- Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).

- c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.

79. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

ENGINEERING DIVISION - 925-931-5650

Project Specific Conditions of Approval:

- 80. WATER NETWORK ANALYSIS. Capacity in the City's potable water network to serve the subject development has been verified by the City's consultant, Akel Engineering Group according to their final Technical Memorandum dated September 2023. The memo discloses expected potable water pressure and flow at various points within the proposed network. This data shall be used to design/size the fire protection systems and domestic services for each building.
- 81. ASBESTOS & LEAD. Section 10.6 of the Phase 1 Environmental Site Assessment by Cornerstone Earth Group states, "...Due to the age of the on-Site structures, building materials may contain asbestos..." and Section 10.7 states "...Based on the age of the existing buildings, lead-containing paint may be present..." As such, the applicant shall submit an asbestos and lead survey and follow required abatement as necessary prior to issuance of Building Permit for demolition of the existing building.
- 82. POLYCHLORINATED BIPHENYLS (PCBs). Provision C.12.f and .g of the Municipal Regional Stormwater Permit (MRP) that governs stormwater discharges within Alameda County requires PCB-containing building materials to be properly managed during demolition. To determine whether special assessment, removal, and disposal practices are warranted for the subject development, the applicant shall complete and submit a "PCBs Screening Assessment Form" available from the City prior to Building Permit issuance. Completion of form may reveal that sampling and analysis of building materials are required together with reporting to the San Francisco Bay Regional Water Quality Control Board and/or U.S. Environmental Protection Agency. The form requires the applicant to certify compliance with all applicable laws and regulations.
- 83. GEOTECHNICAL ISSUES. Referring to the Cornerstone Earth Group Geotechnical Investigation, the following recommendation shall be addressed on the Building Permit plans:
 - a. Section 5.1.4 "Soil Corrosion Potential" and Appendix C of the Cornerstone Earth Group Geotechnical Investigation, discuss soil corrosivity. Two recommendations are offered. First, elevated levels of water-soluble chlorides in the soils require use of a concrete mix design appropriate for elevated chloride exposure. Second, on-site soils are considered corrosive for buried metallic structures such as metal utilities, so coating systems and cathodic protection are recommended as well as isolation of these utilities from above grade structures.
 - b. Section 6.6 discusses "Wet Soil Stabilization Guidelines" due to soils that become unstable with high moisture content. Three alternative methods of addressing this issue are offered including scarification and drying, removal and replacement, and chemical treatment. The plans must include one (or more) of these stabilization methods.

- c. Section 10.4 discusses "Pavement Cutoff" to mitigate surface water penetration into native expansive clay soils which could significantly reduce pavement life. Several alternatives are recommended, all of which must be keyed into pavement subgrade soils at least 4". One or more of these alternatives shall be incorporated into the pavement design.

84. **POTABLE WATER SERVICE.** The City purchases potable water wholesale from Zone 7 Water Agency. Fees are due to both the City of Pleasanton and Zone 7 for new connections to the City's pipe network. Said fee amounts appear in the City's adopted Master Fee Schedule. For more information about water usage in Pleasanton, refer to Pleasanton Municipal Code Title 14.

This property is currently served by an existing 5/8-inch-diameter water meter (Account #3378-14000-001, Meter #55550473). If this meter will not be utilized as part of the proposed development, the applicant shall contact the City's Utility Billing Division at 925-931-5500 or osd@cityofpleasantonca.gov to initiate the meter removal process. Removal of said meter will be performed by City staff. Any outstanding water consumption charges must be paid in full prior to the meter removal as well as all fees associated with the disconnection. Fee credits will be offered for the removed meter when new water services are requested.

85. **RECYCLED WATER.** The City operates a recycled water network for landscape irrigation according to Pleasanton Municipal Code Chapter 14.20. The subject property resides within the recycled water use area and must therefore utilize said water for irrigation purposes upon development. The network extends along the Hopyard Road frontage of the property. Connection fees are shown in the City's adopted Master Fee Schedule.

Standard Conditions of Approval

86. **CONDITIONS OF APPROVAL:** These Conditions of Approval shall be depicted on a plan sheet(s) in the submitted plans for construction. (Address this condition prior to plan approval)

87. **ENGINEERING DIVISION FEES FOR SERVICE:** The Engineering Division assesses fees for services including plan-check, permit issuance, and inspection according to the City's adopted Master Fee Schedule. These fees are separate and distinct from fees assessed by the Community Development Department (including Planning and Building Division fees). The applicant is responsible for payment of all Engineering Division fees prior to services rendered or permit issuance, whichever is first. (Address this condition prior to plan approval)

88. **DESIGN PER CITY STANDARDS:** All public improvements shall be designed in conformance with the City of Pleasanton Municipal Code and the City's adopted Standard Specifications and Details in effect at the time of issuance of the permit(s). Said standards are available for download at:

<http://www.cityofpleasantonca.gov/gov/depts/engineering/standard.asp>

(Address this condition prior to plan approval)

89. **CLEAN WATER PROGRAM (HYDROMODIFICATION PROJECTS):** Because the project creates and/or replaces more than 43,560 square feet (1.00 acres) of impervious surface, increases impervious surface over pre-project conditions, and is located in a susceptible area, it is considered a Hydromodification (HM) Project according to Provision C.3.g of the Municipal Regional Stormwater NPDES Permit that regulates stormwater runoff in Alameda County. The

Alameda Countywide Clean Water Program developed a C.3 Guidance Manual to assist applicants in addressing these regulations. The Guidance Manual is available for download at:

<https://www.cleanwaterprogram.org/businesses/development.html>

HM projects must include stormwater treatment measures in the site design to cause no increase in the erosion potential of the receiving stream over the pre-project (existing) condition. To demonstrate compliance, the City encourages use of the Bay Area Hydraulic Model (BAHM). The model software can be downloaded at no cost from Clear Creek Solutions. In addition, HM projects must be subject to a Stormwater Treatment Measure Maintenance Agreement between the City and property owner to assure long-term maintenance of the installed measures. The City will provide a template agreement. Once executed, the agreement must be recorded against the property. (Address this condition prior to plan approval)

90. **GEOTECHNICAL RECOMMENDATIONS:** Recommendations from the project's geotechnical investigation, as prepared by a California-licensed Geotechnical Engineer or Certified Engineering Geologist, shall be incorporated into the design of the improvements and/or explicitly noted on the plans. The author(s) of the geotechnical investigation shall certify on the plans that the design complies with their recommendations. During construction, the applicant must follow all recommendations. (Address this condition prior to plan approval)
91. **SUBDIVISION MAPS:** The subdivision of land is governed by Pleasanton Municipal Code Title 19, as well as the California Government Code §§66410-66499.85 (Subdivision Map Act). All maps are subject to review and approval by the City Engineer. Recordation of the subdivision map shall be coordinated by the applicant's title company, with one full-sized mylar copy of the recorded map returned to the City.

The following statement shall be included on the cover sheet of the map: "I, Adam Nelkie, P.E., City Engineer of the City of Pleasanton, County of Alameda, State of California, do hereby state that I have examined the herein embodied map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet 1 thereof and that the [PARCEL OR TRACT] map was presented to me as provided by local ordinance. This map conforms with the requirements of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map, and the subdivision as shown is substantially the same as it appeared on the tentative map, if any, and any approved alterations thereof. The name of the subdivider is as shown on the statement of owner upon this sheet."

For parcel maps, add the following: "The dedications and/or easements shown as [LIST] upon said map thereon offered for dedication are hereby accepted for the purpose for which offered."

Adam Nelkie, P.E., Registration No. 78830, City Engineer, City of Pleasanton, County of Alameda, State of California [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to map approval)

92. **CITY CLERK'S STATEMENT:** For final maps, the following statement shall be included on the cover sheet of the map: "I, Jocelyn Kwong, City Clerk and Clerk of the Council of the City of Pleasanton, County of Alameda, State of California, do hereby state that this final map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet [NUMBER] thereof, was presented to said Council of the City of Pleasanton, as provided

by law at a regular meeting held on the [DAY] day of [MONTH], [YEAR] and that said Council of the City of Pleasanton did thereupon by motion duly passed and adopted at said meeting, approved said map and accepted on behalf of the public all parcels of land and easements as offered for dedication to the City of Pleasanton for public use in conformity with the terms of the offer of dedication. The names of the subdividers are as shown on the Owner's Statement upon Sheet 1. In witness whereof, I have hereunto set my hand this [DAY] day of [MONTH], [YEAR]. Jocelyn Kwong, City Clerk, City of Pleasanton, Alameda County, State of California [SIGNATURE LINE]". (Address this condition prior to map approval)

93. SUBDIVISION IMPROVEMENT AGREEMENT: Public improvements required as part of the subdivision must be either completed to the satisfaction of the City Engineer prior to map approval, or guaranteed by a Subdivision Agreement. The agreement requires the applicant to post financial security in the form of either a cash deposit, letter of credit, or surety bonds in amounts equivalent to the value of the public improvements. If surety bonds are utilized, the form of the bond language shall be consistent with California Government Code §66499.1 for faithful performance and §66499.2 for labor and materials. The amounts of the bonds shall be 100% of the total estimated value of the public improvements consistent with §66499.3. In addition, the City requires a warranty bond (often referred to as a maintenance bond) for 10% of the estimated value. The warranty bond shall be active for one-year following formal acceptance of the improvements. All submitted securities are subject to review and approval by the City Attorney. In addition, final maps and the associated Subdivision Agreement are subject to approval by the City Council. (Address this condition prior to map approval)

94. CITY SURVEYOR: The City utilizes the services of an outside consultant to certify the technical accuracy of subdivision maps as City Land Surveyor pursuant to California Government Code §66451.1. In order to provide this service, the consultant will submit a proposal to the City for the estimated cost of the work. The estimate will be presented to the applicant together with the City's administrative markup according to the City's adopted Master Fee Schedule. Review of the subdivision map cannot commence until the applicant has submitted payment to the City for these costs. If the ultimate fee at the conclusion of the work is less than this payment, the applicant will be refunded the difference. If the ultimate fee is more than this payment, then the applicant shall submit payment for the difference before the consultant certifies the map.

The following statement shall be included on the cover sheet of the map: "I, [NAME PROVIDED BY CITY], P.L.S, Acting City Surveyor for the City of Pleasanton, Alameda County, California, do hereby state that I have examined this map entitled "[MAP NAME/NUMBER]", and I am satisfied that said map is technically correct. [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to map approval)

95. DEDICATIONS TO THE CITY: Dedications to the City shall conform to the following standards whether dedicated on a subdivision map or by recorded separate instrument:

- a. Right-of-way dedications for roadways or similar access shall be offered irrevocably to the City pursuant to California Government Code Section 7050. Right-of-way is defined in Pleasanton Municipal Code §13.04.010.
- b. Public Service Easements (PSE) shall be granted to the City in accordance with Pleasanton Municipal Code §19.24.190 and 19.36.110. PSEs shall be offered as an easement for public purposes including but not limited to installation, construction,

access, and maintenance of all public services facilities above and below the ground surface including poles, wires, conduits, vaults, cabinets, retaining walls, sanitary sewers, storm drains, gas lines, and water lines as well as all those public utilities and appurtenances thereto as subject to regulation under Pleasanton Municipal Code Chapter 13.04. Consistent with California Government Code Section 66439(d)(3), the offer shall include the statement, "The real property described below is dedicated as an easement for public purposes..."

(Address this condition prior to recordation of map or separate instrument title documents granting rights to the City)

96. **DATUM FOR VERTICAL CONTROL:** Vertical control surveying for all improvements to be constructed shall be based on the North American Vertical Datum of 1988 (NAVD 88). Any benchmarks used that relied on the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be converted to NAVD 88 when presented on plans. The location of the benchmark and source of data must also be disclosed on the plans. (Address this condition prior to plan approval)

97. **SURVEY MONUMENTS FOR HORIZONTAL CONTROL:** Final maps shall include sufficient durable survey monuments to allow the subdivision to be retraced in conformance with Pleasanton Municipal Code §19.24.220. Setting of monuments shall be in accordance with California Government Code §66495-66498. The surveyor shall give notice to the City Engineer when final monuments have been set, and when payment for said work has been received from the subdivider. (Address this condition prior to acceptance of improvements)

98. **STORMWATER HYDRAULICS:** The City's storm drainage network has been designed in accordance with the Alameda County Hydrology and Hydraulics Manual published by the Alameda County Flood Control & Water Conservation District. Said manual is available for download at:

<https://acfloodcontrol.org/the-work-we-do/the-work-we-do-hydrology-manual/>

The City is located in Zone 7, and its storm drain pipe network is considered a secondary facility. Any connections to, additions, or upgrades to the City's pipe network shall be designed in accordance with the manual. Calculations submitted for review/approval shall be presented in a format consistent with the "Calculation Form – District Rational Method" available in the manual. The calculations shall demonstrate adequate freeboard given the design storm event assuming all bioretention areas are overflowing. Said calculations shall be prepared, stamped, and signed by a California-licensed civil engineer. (Address this condition prior to plan approval)

99. **EMERGENCY OVERLAND STORMWATER FLOW/SUMP PROPERTIES:** All properties shall be designed with an emergency overland flow path to direct storm runoff to the nearest public street or open flood control facility in the event on-site pipes become plugged. The flow path shall be lower than the finish floor elevation of all habitable structures. The flow path cannot rely on neighboring properties unless a storm drain easement across the neighbor is obtained. Sump properties must be designed to discharge the 50-year recurrence interval storm event through the pipe network before habitable structures become inundated. (Address this condition prior to plan approval)

100. POTABLE WATER SYSTEM DESIGN STANDARDS: All permanent connections to the City's potable water network shall conform to Pleasanton Municipal Code §14.04.050. Any required water pressure and/or flow needed by the applicant beyond that available from the network at the point-of-connection must be provided by the applicant as a private improvement on the customer side of the meter or backflow prevention device. All extensions or upgrades to the potable water network shall be designed to satisfy the following minimum standards:

- a. Minimum number of valves:
 - i. 3 at cross intersections
 - ii. 2 at "T" intersections
 - iii. 500 feet maximum spacing
 - iv. 1 valve at each fire hydrant lateral
 - v. Pressure regulating valve station required between pressure zones
- b. Minimum number of fire hydrants (subject to approval by Livermore-Pleasanton Fire Department (LPFD) Fire Marshal:
 - i. 1 hydrant within 250 feet of any existing or proposed structure
 - ii. 2 hydrants within 500 feet of any commercial, multi-family residential, industrial, or school building
- c. Minimum pipe size: 8-inch diameter
- d. Minimum depth of cover over pipe: 42 inches
- e. Blowoff requirements:
 - i. At all dead ends whether temporary or permanent
 - ii. At all low points in the line
- f. Maximum flow velocity: 10 feet per second (fps)
- g. Minimum fire flows in gallons per minute (gpm):
 - i. 1,500 gpm for 2 hours (rural residential)
 - ii. 2,000 to 2,500 gpm for 2 hours (single family residential)
 - iii. 2,500 gpm for 2 hours (multi-family residential)
 - iv. 2,500 gpm for 2 hours (social/recreation)
 - v. 3,500 gpm for 2 hours (schools/commercial/public/institutional)
 - vi. 4,000 gpm for 4 hours (industrial in the lower pressure zone only)
 - vii. 5,000 gpm for 4 hours (industrial in all other pressure zones)
- h. Minimum pressures:
 - i. 40 psi (peak hour demand)
 - ii. 20 psi (maximum day demand plus fire flows)

(Address this condition prior to plan approval)

101. RECYCLED WATER SYSTEM DESIGN STANDARDS: All connections to the City's recycled water system shall conform to Pleasanton Municipal Code §14.06.020 et seq. and Chapter 14.20. All new development within the recycled water use area shall use recycled water for landscape irrigation unless granted an exemption from the City Engineer. Tertiary treated recycled water comes from the Dublin San Ramon Services District wastewater treatment plant in conformance with Title 22, Division 4 of the California Code of Regulations. The recycled water is intended for landscape irrigation, and cannot be used in ways that may threaten public health. A map of the current network is available for download at:

102. **UTILITY ENCLOSURES:** Proposed utility enclosures including vaults, meter boxes, splice boxes, and pedestals shall be installed in the public right-of-way, in a public service easement (PSE), or in a utility company specific easement. The locations for utility enclosures shall be considered in the following order of preference: (1) PSE area behind public sidewalk; (2) parkstrip area between the roadway curb & gutter and the sidewalk; (3) within the public sidewalk set flush to grade; (4) within driveway approach areas set flush to the surface with traffic-rated lids. In no case shall an above-ground pedestal or utility cabinet obstruct sight-line visibility for vehicle drivers at intersections or driveways. Above-ground pedestals or utility cabinets are preferred within the side-yard area of a corner residential lot rather than the front-yard. Deviations from this standard must be approved by the City Engineer. (Address this condition prior to plan approval)
103. **DRY UTILITIES (ELECTRICITY, CATV, TELECOM):** All dry utilities including electricity, telecommunications, cable television, street lights, alarm systems, etc. required to serve the project shall be installed underground from the point-of-connection at the utility purveyor's network to the service point. Aerial drops from utility poles will not be allowed without prior approval of the City Engineer. (Address this condition prior to plan approval)
104. **ENCROACHMENT PERMIT:** Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Pleasanton Municipal Code Chapter 13.04. All encroachment permit work is subject to adopted City of Pleasanton Standard Specifications and Details, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure, insurance and City-issued Business License upon application for a permit. (Address this condition prior to permit issuance)
105. **HAUL ROUTE:** Deliveries to and from the project site shall conform to the Commercial Vehicle Regulations included in Pleasanton Municipal Code Chapter 11.48. Vehicles with gross weights exceeding 3 tons but less than 8 tons are prohibited on any City roadway other than those designated a Commercial Vehicle Route unless a Transportation Permit has first been obtained. Said Commercial Vehicle Routes include First Street, Stanley Boulevard, and Sunol Boulevard. In addition to weight restrictions, vehicles that exceed 96 inches in width and/or 60 feet in length are also required to obtain a Transportation Permit. For information about Transportation Permits call 925-931-5677. (Address this condition prior to permit issuance)
106. **CONSTRUCTION GENERAL PERMIT:** This application is subject to a Construction General Permit according to the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The general permit is applicable to development sites that disturb one or more acres of land surface. The applicant will be required to register the project with the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number, which must be printed on the grading and/or erosion control plans. (Address this condition prior to permit issuance)

107. TEMPORARY TRAFFIC CONTROL: Work in the public right-of-way or publicly-accessible easement areas require submittal, review, approval, and implementation of a temporary traffic control plan. The plan shall be in writing and subject to review and approval of the City's Traffic Engineer. The plan must conform to the California Manual on Uniform Traffic Control Devices (C MUTCD), with specific emphasis on Part 6 "Temporary Traffic Control".

If Flaggers will be utilized, said personnel must be trained in the proper fundamentals of flagging moving traffic before entering the right-of-way. The City may demand to see evidence of said training before allowing said personnel into the right-of-way.

Prior to work within a traffic signal-controlled intersection, the applicant shall request the City place the signal on all-directions flashing red. Temporary STOP (R1-1) signs shall be placed at each approach leg.

Any alterations to pedestrian paths of travel must conform to current standards for the disabled. Any walking member of the public with a visual impairment (cane or guide dog) must be escorted through the construction zone. (Address this condition during construction)

108. HIGH VISIBILITY SAFETY APPAREL: All workers on foot who are exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Performance Class 2, high visibility safety apparel and headwear, or any updates adopted by Cal OSHA. During hours of darkness, warning garments shall be retroreflective with visibility from a minimum 1,000 feet. (Address this condition during construction)

109. EXCAVATION SAFETY: All excavations must be performed in conformance with California Government Code Section 4216 et seq. No excavation shall occur until proper notice is provided to Underground Service Alert (usanorth811.org) by calling either 811 or 800-642-2444 at least 72-hours prior to the work so buried utilities can be marked. All excavations shall be covered or barricaded to prevent entry when work is inactive. Open excavations in the public right-of-way must be covered by skid-resistant steel plates that are firmly affixed to the surface with leading edges ramped. Excavations 5-feet and deeper require a protective system as defined by Cal-OSHA. If a shoring system or trench boxes will be utilized as the protective system, said system shall either be manufactured and installed according to manufacturer recommendations, or designed by a registered professional engineer and installed according to approved plans. (Address this condition during construction)

110. POLLUTANT REDUCTION IN STORMWATER: At no time during construction of the project shall pollutants be allowed to enter, clog, or contaminate storm drain pipe networks or open stormwater channels in violation of Pleasanton Municipal Code §9.14.080 et seq. The applicant shall contain all trash and debris for proper disposal to authorized landfills or recyclers. Erosion control features shall be deployed during the rainy season that extends from October 1st to April 15th each year, or any time rain is forecast outside of this period. Best Management Practices (BMPs) shall be strictly followed. Street sweepers must be employed if soil or debris is tracked onto the public roads from vehicles exiting the site. Standard BMPs are available from the California Stormwater Quality Association (CASQA), the United States Environmental Protection

Agency (EPA), Caltrans, and others. Notes and/or illustrations shall be added to the plans that describe the BMPs to be utilized during construction. The use of manufactured erosion control woven blankets and straw wattles that utilize plastic monofilament netting is specifically prohibited. (Address this condition during construction)

111. SWPPP REPORTING: Copies of any monitoring and/or sampling reports required by the stormwater pollution prevention plan (SWPPP) and submitted by the Legally Responsible Person (LRP) to the State of California's SMARTS database shall also be submitted to the City of Pleasanton inspector assigned to the project. The LRP shall also submit to the City a copy of the required Annual Report no later than September 1st of each year that construction is active or when erosion control features have been deployed. The report must include a summary of all sampling and analysis performed (Risk Levels 2 and 3 only), a log of all inspections performed including Rain Event Action Plans (REAP), a summary of any required corrective actions taken, and a summary of any violations. (Address this condition during construction)
112. DUST CONTROL: Dust control measures must be employed during all phases of construction to prevent airborne nuisance to neighboring properties. All stockpiles or unused materials that can create dust shall be covered or removed. Exposed soil areas shall be routinely watered until surfacing materials or landscaping is installed. Use of dust palliatives shall conform to Caltrans Standard Specification Section 18. Any damage caused by airborne dust to neighboring properties shall be cleaned with costs paid by the applicant. If the applicant fails the address dust as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
113. PROPERTY NUISANCE: At no time during construction of the project shall the condition of the property become a nuisance as defined in Pleasanton Municipal Code §9.28.020. The City shall have the right to inspect the property for conditions that violate the code standard. If a nuisance is found, the applicant shall immediately submit a plan of correction. Depending on the severity of the nuisance, the City may suspend all construction work until the condition is corrected. Any of the following conditions shall be considered severe: Leaking chemicals that can cause environmental damage; open excavations or any excavation deeper than 4 feet that lacks proper shoring; unsecured materials that can fall to the ground causing damage or injury; open or exposed utilities that could cause electrical shock or contamination of sewer, potable water systems, groundwater wells, or storm drainage networks. If the applicant fails the address the nuisance as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
114. NOISE: Construction noise is regulated under Pleasanton Municipal Code Chapter 9.04. Noise is prohibited outside of the hours of 8:00 am and 8:00 pm daily except Sundays and holidays when noise is prohibited outside the hours of 10:00 am and 6:00 pm. Noise is defined as a level exceeding 83 dBA at a distance of 25 feet or 86 dBA at any point beyond the boundary of the property under construction. If the applicant fails the address the noise as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. Exceptions to these regulations require a special permit granted by the City for circumstances when strict

compliance would be impractical or unreasonable, and contingent upon proper noticing to surrounding property owners that includes the dates and times when noise levels will be exceeded and the specific reasons why an exception to the regulation has been granted. (Address this condition during construction)

115.DROUGHT RESTRICTIONS: If the City Council declares a drought during a time when this development is under construction, as described in §9.30.010 et seq. of the Pleasanton Municipal Code, the applicant shall utilize only recycled water under Stage 1 or greater restrictions for all non-potable construction-related water needs. Recycled water is available at designated locations within the City, subject to the applicant's receipt of a temporary hydrant meter from the Operations Service Center located at 3333 Busch Road. The applicant is responsible for all water costs based on current billing rates. (Address this condition during construction)

116.GEOTECHNICAL FINAL REPORT: At the conclusion of construction, the applicant shall submit to the City a final report from the Geotechnical Engineer or Certified Engineering Geologist testifying to the successful completion of all material testing and/or observation work performed. The final report must provide assurance that all recommendations had been strictly followed. The applicant shall bear all costs associated with this condition. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

117.GEOGRAPHIC INFORMATION SYSTEMS: The City's Geographic Information Systems (GIS) staff publishes digital maps that enable first responders to efficiently navigate to locations where calls for service have been requested. The maps are also shared with agencies and departments that provide other critical services to residents such as mail delivery. To keep these maps current, the City requires as-built plan or map information to be submitted by the applicant in a format that integrates with ArcGIS by ESRI. The "Digital Submittal Requirements" are available for download at the following weblink:

<https://www.cityofpleasantonca.gov/gov/depts/gis.asp>

(Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

118.DAMAGE TO EXISTING PUBLIC OR PRIVATE IMPROVEMENTS: The applicant shall repair damage to existing public or private improvements on and near the project site and along the haul route at the applicant's expense if caused by construction activities. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

OPERATIONS SERVICES DEPARTMENT – ENVIRONMENTAL SERVICES/UTILITIES DIVISION - 925-931-5500

119.FULL TRASH CAPTURE DEVICES: The applicant shall install trash capture devices at each upstream connection point to the public storm drain system subject to the review and approval of the Director of Engineering/City Engineer. Stormwater treatment controls, proposed in compliance with Provision C.3 of NPDES Permit No. CAS612008, shall also prevent the discharge of trash to the downstream municipal separate storm sewer systems and receiving waters. Discharge points from these treatment control facilities, including overflows, shall be appropriately screened (5 mm

mesh screen) or otherwise configured to meet the full trash capture screening specification for storm flows up to the full trash capture 1-year, 1-hour storm hydraulic specification, in compliance with the NPDES Permit No. CAS612008. The applicant shall submit a Stormwater Management Plan as part of the improvement plans prepared by a California licensed civil engineer, which include but is not limited to the type, location, and sizing calculations of the treatment controls that will be installed. Full trash capture devices shall be a part of the "Stormwater Treatment Measures and Maintenance Agreement

END

RESOLUTION NO. 24-_____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF PLEASANTON AND CATALYST DEVELOPMENT PARTNERS, LLC, FOR THE 57-UNIT PROJECT WHICH INCLUDES NINE LOW-INCOME ONE-BEDROOM UNITS AT 3200 HOPYARD ROAD**

WHEREAS, Catalyst Development Partners, LLC, (“Catalyst”) has made an application to the City for an Affordable Housing Agreement related to its 57-unit townhome style condominium project consisting of 9 three-story buildings on a 2.99-acre site currently occupied by the Harvest Valley Christian Church and associated daycare center, located at 3200 Hopyard Road, and approved by Design Review (P23-0177) and Vesting Tentative Map 8672 (the “57-Unit Project”); and

WHEREAS, at its meeting of March 21, 2024, the Housing Commission reviewed and recommended approval of the Affordable Housing Agreement for the 57-Unit Project that provides that Catalyst shall provide on-site nine (9) one-bedroom apartment units to households of low-income, which inclusionary units are to be rented or sold to qualified households, or non-profit housing providers, to meet the Project’s requirements under the Inclusionary Zoning Ordinance; and

WHEREAS, a public hearing was held by the City Council on April 16, 2024, at which time the public was given the opportunity to comment on the Affordable Housing Agreement for the 57-Unit Project; and

WHEREAS, the City Council considered all the information regarding the terms of the Affordable Housing Agreement.

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

SECTION 1. Finds that the Consistency Checklist for the 57-Unit Project and the Affordable Housing Agreement is in conformance with the analysis and conclusions of the Pleasanton General Plan 2005-2025 (“General Plan”) Program Environmental Impact Report (“EIR”) (State Clearinghouse No. 205122139) and qualifies for an exemption from additional environmental review under CEQA Guidelines Section 15183 because the 57-Unit Project and the Affordable Housing Agreement are consistent with the development density and land use characteristics established by the City as analyzed by the General Plan EIR.

SECTION 2. Finds that the proposed Affordable Housing Agreement between the City and Catalyst is consistent with the City’s General Plan and the objectives of the City’s affordable housing policies, including fulfilling the requirements of Municipal Code Chapters 17.40 Affordable Housing Fees and 17.44 Inclusionary Zoning.

SECTION 3. Approves the Affordable Housing Agreement between the City and Catalyst, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and authorizes the City Manager to execute the Affordable Housing Agreement in generally the form attached as Exhibit A, subject to minor amendments and the approval by the City Attorney.

SECTION 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

ALTERNATIVE I – 57 TOTAL UNITS

Recorded at the request of
and when recorded return to:

City of Pleasanton Office
of the City Clerk
P. O. Box 520 Pleasanton,
CA 94566

[This document is exempt from recording fees
Pursuant to Government Code§ 27383 and
Exempt from Documentary Transfer Tax pursuant
To Revenue and Taxation Code§ 11922]

AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** ("Agreement") is made this _____ day of _____, 2024, by the **CITY OF PLEASANTON**, a Municipal Corporation ("City"), and **CDP HOPYARD LLC**, a Delaware limited liability company ("Owner").

RECITALS

A. Owner currently owns a legal or equitable interest in land consisting of approximately three (3.0) acres in Pleasanton, California, more particularly described in Attachment 1 attached hereto and incorporated herein by reference (the "Property").

B. For the Property, Owner has obtained City approval (Design Review P23-0177 and Vesting Tentative Tract Map P23-0178) to develop a 57-unit multi-family residential project (collectively the "Project").

C. Owner and the City wish to make a certain number of the units within the Project available to households with incomes generally at or below eighty percent (80%) (low income) of the Area Median Income, as further described in Attachment 3 attached hereto and incorporated herein by reference ("Affordable Units").

D. The City is also seeking Owner consideration of for-sale alternatives to meet the inclusionary zoning requirements for this Project, with the City's understanding that Owner has discretion to consider such for-sale alternatives, and the parties do not want consideration of for-sale alternatives to delay the project.

E. Area Median Income (AMI) shall mean the area median income for the San Francisco-Oakland-Fremont Metropolitan Statistical Area adjusted for household size in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United State Housing Act of 1937 or any successor statute.

F. Execution of this Agreement meets the requirements of the City's Inclusionary Zoning Ordinance for the Project and shall be in lieu of paying the City's Affordable Housing Fee for the Project.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, City and Owner agree as follows:

1. Of the 57 multi-family units, nine (9) shall be Affordable Units. These Affordable Units shall be maintained as affordable through one of the following methods: (i) rented by Owner, or Owner's successor in interest; or (ii) sold to a non-profit affordable housing operator or to an income-qualified household in compliance with the City's purchase price limits, based on down payment and number of occupants. If rented, the Affordable Units are "Rental Affordable Units." If sold, the Affordable Units are "For-Sale Affordable Units." Whether to agree to either for-sale alternative shall be in the discretion of the Owner, and the parties understand that consideration of for-sale alternatives shall not delay the Project.
2. The Affordable Units shall be available: for rent to households at or below eighty percent (80%) of the Area Median Income; or if sold at or below eighty percent (80%) of the Area Median Income, at the price levels provided in California Government Code section 65915 (California Density Bonus Law) and the City's Inclusionary Housing Ordinance.
3. The Affordable units shall be consistent with the following:

A. The Affordable unit mix shall be as follows:

Unit Type	Low Income (At or below 80% of AMI)
1 Bedroom	9
Total:	9

B. Affordable unit rents or sales price shall be based on the following household sizes:

Unit Type	Household Size
1 Bedroom Unit	Two (2) person household

- C. The Affordable Units shall be dispersed throughout the Project unless otherwise approved by the City.
- D. The Affordable Units shall have comparable interior standards of quality as the market rate units but may have fewer amenities. For purposes of this Agreement, "Amenities" shall mean any interior features which are not essential to the health and safety of the resident, but provide visual or aesthetic appeal, or are provided as conveniences rather than as necessities. Amenities include things such as "fireplaces, garbage disposals, dishwashers, cabinet and storage space, and bathrooms in excess of one" but does not include items required by city building codes or other ordinances that are necessary to ensure the safety of the building and its residents.

- E. All Affordable Units shall remain affordable in perpetuity.

4. Rental Affordable Units Requirements

- A. Rent charged for Rental Affordable Units shall be based on the Area Median Income (AMI) at the time the City issues Certificate of Occupancy and shall adjust consistent with HUD's adjustment in the AMI. If HUD fails to issue revised Area Median Income/household income statistics for the San Francisco-Oakland-Fremont Metropolitan Statistical Area within 15 months of the previous revision, rents for the Rental Affordable Units may be adjusted based on the annual percentage change in the San Francisco-Oakland Consumer Price Index for urban wage earners and clerical workers.
- B. The rents described herein shall exclude utilities in the broadest sense, including, but not limited to gas, electricity, water, garbage, television cable, telephone, and internet service; provided, however, that if any or all of such utilities are offered at no cost to market rate units they shall also be offered at no cost to the Rental Affordable Units.
- C. Once each year on January 15th, the Owner (or the Owner's successor in interest if Owner has sold the Affordable Rental Unit(s)) shall provide the City a report detailing the average annual income of tenants occupying the Rental Affordable Units for the income category listed in Section 3(A) above, the number of persons each household occupying the Rental Affordable Units, the number of vacancies, and new rentals during the year for the Rental Affordable Units. This report may also be compiled by the Project's homeowners' association (HOA) or a third-party management company.
- D. All Rental Affordable Units shall be rented to qualified applicants in accordance with the City's adopted Preference System, as may be amended, with the most current version set forth in Attachment 2, to the extent consistent with state and federal law, and unless otherwise amended by federal or state law governing fair housing upon which the City and Owner shall mutually agree to a different process as permitted by such laws. The City's Preference System shall not be adjusted based on household income.
- E. The HOA can assume all responsibility to market and manage the Rental Affordable Units. If the HOA assumes responsibility, the HOA shall engage a third-party property management company (which possesses experience in management of similar, low-income inclusionary units in California) to perform day to day management responsibilities, assure compliance with this Agreement, and prepare and deliver requisite reporting to the City (see item 1. C. above) and any related regulatory agencies. If the HOA does not market, manage, or provide reports for the Rental Affordable Units as required by this Agreement, Owner, or Owner's successor in interest if Owner has sold the Affordable Rental Unit(s), shall be individually responsible for compliance with these requirements and conditions. Upon Owner selling the Rental Affordable Unit(s), then Owner shall have no marketing or management responsibility.
- F. Owner shall accept Section 8 vouchers as a means of assisting qualified applicants / residents.

5. For-Sale Affordable Unit Requirements

- A. If the parties agree to have some or all of the nine (9) Affordable Units sold, then such For-Sale Affordable Units shall be subdivided into independent units
- B. Prior to the formation of a HOA or sale to a resident, whichever occurs later, the Owner shall maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.
- C. Until the first sale, Owner shall comply with all applicable recordkeeping and monitoring requirements set by the City for the For-Sale Affordable Units. Owner agrees to maintain records in businesslike manner, and for a period of five (5) years after the first sale.
 - i. Upon the sale by the owner of a For-Sale Affordable Unit to a third party, Owner is required to provide City with all transaction records for such sale, but then Owner shall have no further recordkeeping or monitoring requirements for such For-Sale Affordable Unit, except to maintain such sale records for a period of five (5) years.
- D. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall any occupant of any Affordable Unit or any person claiming under or through such occupant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or vendees in the Property. Owner shall include such provision in all deeds and other instruments executed by Owner, and shall enforce the same diligently and in good faith.
- E. The Sales Price for the For-Sale Affordable Units shall be agreed upon by Owner and City following the definition in Municipal Code section 17.44.030 and the criteria set forth in Attachment 4 to the extent consistent with State Density Bonus Law.
- F. Presale. If there is a standard pre-sale requirement by the For-Sale Affordable Unit applicant's lender for a certain percentage of units in the Project to be sold before the For-Sale Affordable Unit applicant's lender will close escrow on the loan, then the time for the City's purchase or the buyer's purchase will be extended until that requisite number of units has closed.
- G. Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third-party purchasers of any For-Sale Affordable Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to the City for whose benefit

this Agreement has been entered into. No third-party purchaser of a For-Sale Affordable Unit or market rate unit, homeowners' association or any other third party shall obtain any rights or standing to complain that the For-Sale Affordable Unit was not constructed, designed, sold or conveyed in accordance with this Agreement or any other applicable City requirements as a result of this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns, to the extent consistent with the foregoing provisions of this Agreement.
7. Owner shall have the right to transfer and assign all of its rights, duties and obligations under this Agreement to any person or entity acquiring fee simple title to any portion of the Property. Owner shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Owner was not in default of this Agreement at the time of conveyance, (ii) Owner provided to City prior written notice of such transfer, and (iii) the transferee executes and delivers to City a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee expressly assumes the obligations of Owner under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.
8. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.
9. If Owner fails to perform an obligation hereunder, and such failure continues for thirty (30) days after receipt of written notice of such failure by the City (or such longer period of time as may be reasonably necessary to cure such failure) then Owner shall be in default hereunder and the City's sole remedy hereunder shall be to pursue an action for specific performance against Owner.
10. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by air courier, or sent by prepaid registered or certified mail with return receipt requested, and shall be deemed to have been given on the earliest of (1) receipt or refusal of receipt; (b) one business day after delivery to an air courier for overnight expedited delivery service; (c) five (5) business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified); or (d) on the day of its transmission by facsimile if transmitted during the business hours of the place of receipt, otherwise on the next business day, provided that a copy of such notice, consent or other communication is also delivered pursuant to clause (b) or (c) above. All references to "business days" herein shall exclude weekends and State or Federal holidays. All notices shall be addressed as follows (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the City, at:

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

If to the Owner, at:

CDP Hopyard LLC
Attention: Todd Deutscher
675 Hartz Avenue, Suite 301
Danville, CA 94526

With a Copy to:

Cox, Castle & Nicholson, LLP
Attention: Linda Klein
50 California Street, Suite 3200
San Francisco, CA 94111

Notice to Owner's successor in interest for each market rate unit which shares ownership with an Affordable unit shall be to the owner listed in the Alameda County Assessor's Office records if Owner has not provided City with transferee information as provided in Section 5, above.

11. Notwithstanding anything to the contrary in this Agreement, the restrictions set forth in this Agreement shall be enforceable solely by the City and not by, or on behalf of, any tenant or Third Party Purchaser of the Project.
12. Counterparts. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding agreement.
13. This Agreement shall be recorded in Alameda County and shall run with the land.

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

CITY:

CITY OF PLEASANTON, a Municipal Corporation

By:

Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

Owner:

CDP Hopyard, a Delaware limited liability company

By: CDP MM LLC, a CA limited liability company,
its Managing Member

By: _____

Title: _____

Attachments:

1. Legal Description
2. City of Pleasanton's Preference System
3. Identification of Affordable Units
4. Criteria for For-Sale Affordable Units Sales Price Setting

ATTACHMENT 4

Criteria for For-Sale Affordable Units Sales Price Setting

- A. The Affordable Sales Price for the For-Sale Affordable Units shall meet the definition in Municipal Code section 17.44.030, and California Density Bonus Law, as reasonably determined by the City and its consultant Bay Area Affordable Homeownership Alliance, Inc. (BAAHA), and criteria for such calculation will include the definitions and standards set forth below: the “Sales Price” shall be calculated by adding the cash down payment, to the Maximum Mortgage Amount, less lender and escrow fees and costs incurred by the buyer. The Sales Price shall be set before the commencement of the sale process for the For-Sale Affordable Units.
- i. The “Smallest Household Size” means the household with the smallest number of persons eligible for the For-Sale Affordable Units, as stated in Section 3.B of the Agreement.
 - ii. The current “Maximum Eligible Income” shall be the most current State Income Limit for Alameda County, Low Income (60% to 80% of AMI) category, as published by the State of California Department of Housing and Community Development, for the Smallest Household Size.
 - iii. The “Maximum Allowable Monthly Housing Expenses” is calculated by multiplying the Maximum Eligible Income by 33 percent and dividing by 12.
 - iv. The “Actual Monthly Housing Expenses” are calculated by adding the following costs associated with a particular For-Sale Affordable Unit and dividing by 12: (i) any loan fees, escrow fees and other closing costs (amortized over 360 months) and/or private mortgage insurance associated therewith; (ii) property taxes and assessments; (iii) fire, casualty insurance and flood insurance, if required; (iv) a reasonable allowance for utilities as set forth in the Guidelines, not including telephones, and (v) homeowners association fees, but less the amount of such homeowners association fees allocated for any costs attributable to (iii) or (iv) above.
 - v. The “Maximum Monthly Mortgage Payment Amount” is calculated by subtracting the Actual Monthly Housing Expenses from the Maximum Allowable Monthly Housing Expenses.
 - vi. The “Maximum Mortgage Amount” is established by determining the amount of mortgage that a lender would loan, based upon the Maximum Monthly Mortgage Payment Amount and based upon the down payment found to be the lowest that lenders are willing to accept in a survey of lenders as described below, provided that the down payment is a commercially reasonable minimum amount. BAAHA may use commercially reasonable data or survey and take the average of at least three local lenders who regularly make home loans at a typical

housing expense ratio to first-time buyers in the price range of the For-Sale Affordable Unit on the day that the price is set. The mortgage amount shall be for a 30-year fixed rate mortgage with standard fees, closing costs and no points, and shall be less than or equal to the Maximum Monthly Mortgage Amount. Notwithstanding the foregoing, the average down payment calculation shall not include a zero down payment option.

B. Additional Sales Price Factors. The calculation of the Sales Price shall be based upon the factors defined below. These definitions conform to the eligibility and underwriting standards established by the major secondary mortgage market investors, such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

- i. Mortgage Interest Rate. The mean average of contract interest rates on the date that the Sales Price is set, for fixed rate, 30-year "Conforming" mortgages (presently \$1,149,825 or less in Alameda County, as such amount may be adjusted from time to time as the maximum amount of FHA Conforming mortgages), or for jumbo mortgages if applicable; as quoted by three local retail lenders. The three local retail lenders shall be selected at random by BAAHA from the list of lenders certified by Alameda County to make first mortgage loans with Mortgage Credit Certificates, as defined by the California Debt Limit Allocation Committee (CDLAC), or from a list of commercially reasonable data.
- ii. Points. The mean average of points quoted by three local lenders that make mortgage loans to first time home buyers in the City on the date that the Sales Price is set for fixed rate, 30-year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, which lenders are selected on a random basis by BAAHA or from commercially reasonable data. Points are a one-time fee paid to a lender for making a loan. One point is equal to one percent of the loan amount.
- iii. Lender/Escrow Fees. The mean average of fees charged by three local lenders that make mortgage loans to homebuyers, which lenders are selected on a random basis by BAAHA or from commercially reasonable data, plus escrow company fees, for such items as title insurance, appraisal, escrow fees, document preparation and recording fees.
- iv. Loan to Value Ratio. The maximum ratio of the dollar amount of a conforming mortgage to the sales price of a home which a lender is willing to approve at a given point in time. For purposes of this Agreement, the loan to value ratio shall be calculated as the mean average of the maximum loan to value ratios as quoted by three local lenders selected on a random basis by BAAHA or from commercially reasonable data or from a list of lenders who actively make loans to homebuyers and who participate in the Mortgage Credit Certificate program.
- v. Housing Expense Ratio. The mean average of the housing expense ratio as reported on the date that the sales price is set, for fixed rate, 30-year mortgages of \$1,149,825 or less, or for jumbo mortgages if applicable, by three local lenders that make mortgage loans to homebuyers in the City,

which lenders are selected on a random basis by BAAHA or from commercially reasonable data. Housing expense is defined as the sum of the annual mortgage payment (including principal and interest), and annual payments for taxes, homeowners association dues, insurance, property maintenance and repairs, a reasonable allowance for utilities according to the Alameda County Housing Authority Utility Financial Allowance Chart which is periodically updated and amended, and any secondary financing (but excluding any portion of the aforementioned expenses covered by homeowners association dues). To determine the ratio, this sum is divided by gross annual income.

- vi. Homeowners Insurance. Calculated as the mean average of the annual cost of insurance quoted by two or three local brokers, or BAAHA may use commercially reasonable data, based on their experience, for a housing unit of the price, room configuration, location, construction material and structure type of the subject For-Sale Affordable Unit. Flood insurance costs, if required, shall be calculated by this same method.
- vii. Private Mortgage Insurance. The mean average of the annual cost of private mortgage insurance quoted by two or three local lenders, or BAAHA may use commercially reasonable data, based on their experience, for a housing unit of the price, location, and structure type of the subject For-Sale Affordable Unit.
- viii. Taxes. The tax rate as reported by the Alameda County Assessor's Office.
- ix. Homeowner's Dues. Reported by the Owner and as set forth in the Public Report issued by the California Department of Real Estate for the Project.
- x. Down Payment. Cash portion paid by a buyer from buyer's own funds, as opposed to that portion of the purchase price which is financed. For the purpose of calculating the Sales Price, the down payment will be defined as the mean average of the smallest down payment required by the two or three local lenders surveyed, or BAAHA may use commercially reasonable data. The down payment shall be at least a commercially reasonable minimum.

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF PLEASANTON AND CATALYST DEVELOPMENT PARTNERS, LLC, FOR THE 55-UNIT PROJECT AT 3200 HOPYARD ROAD WHICH INCLUDES EIGHT ONE-BEDROOM AFFORDABLE UNITS

WHEREAS, Catalyst Development Partners, LLC, (“Catalyst”) has made an application to the City for an Affordable Housing Agreement related to its 55-unit townhome style condominium project consisting of 8 three-story buildings and 2 two-story duet-style buildings on a 2.99-acre site currently occupied by the Harvest Valley Christian Church and associated daycare center, located at 3200 Hopyard Road, and approved by Design Review (P23-0177) and Vesting Tentative Map 8672 (the “55-Unit Project”); and

WHEREAS, at its meeting of March 21, 2024, the Housing Commission reviewed and recommended approval of a prior proposal for an Affordable Housing Agreement for the 55-Unit Project that provided for: (a) eight (8) on-site one-bedroom apartment units to be sold to households or housing providers of moderate-income; and (b) pay the amount of \$77,228 in affordable housing fees, but also for the City to consider use of all available means to create deeper affordability to meet the requirements of the Inclusionary Zoning Ordinance; and

WHEREAS, at its meetings of February 28 and March 13, 2024, the Planning Commission considered the project, and while not within its jurisdiction, recommended that the City use Affordable Housing Funds to make the eight units in the 55-unit project more affordable; and

WHEREAS, Catalyst’s proposal for eight on-site units is a concept for meeting the requirements of the Inclusionary Zoning Ordinance allowed by Pleasanton Municipal Code §17.44.080.D. Alternative Methods of Compliance; and

WHEREAS, based on the policy interest of the City and the recommendations of the Planning Commission and Housing Commission, staff has been in discussions with Catalyst to make the units affordable to lower-income households and housing providers through a process of Catalyst accepting a price per unit of \$375,000 which is closer to median income (100% AMI) and the City using affordable housing funds to create greater affordability to the low-income (80% AMI) levels; and

WHEREAS, a public hearing was held by the City Council on April 16, 2024, at which time the public was given the opportunity to comment on the Affordable Housing Agreement for the 55-Unit Project; and

WHEREAS, Pleasanton Municipal Code §17.40.090 allows the use of the Affordable Housing Fund to support affordability; and

WHEREAS, the City Council considered all the information regarding the terms of the Affordable Housing Agreement.

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

SECTION 1. Finds that the Consistency Checklist for the 55-Unit Project and the Affordable Housing Agreement is in conformance with the analysis and conclusions of the Pleasanton General Plan 2005-2025 ("General Plan") Program Environmental Impact Report ("EIR") (State Clearinghouse No. 205122139) and qualifies for an exemption from additional environmental review under CEQA Guidelines Section 15183 because the 55-Unit Project and the Affordable Housing Agreement are consistent with the development density and land use characteristics established by the City as analyzed by the General Plan EIR.

SECTION 2. Finds that the proposed Affordable Housing Agreement between the City and Catalyst is consistent with the City's General Plan and the objectives of the City's affordable housing policies, including fulfilling the requirements of Municipal Code Chapters 17.40 Affordable Housing Fees and 17.44 Inclusionary Zoning.

SECTION 3. Approves the Affordable Housing Agreement between the City and Catalyst, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and authorizes the City Manager to execute the Affordable Housing Agreement in generally the form attached as Exhibit A, subject to amendments and the approval by the City Attorney.

SECTION 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 16, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 16th day of April 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

ALTERNATIVE II – 55 TOTAL UNITS

Recorded at the request of
and when recorded return to:

City of Pleasanton Office
of the City Clerk
P. O. Box 520
Pleasanton, CA 94566

[This document is exempt from recording fees
Pursuant to Government Code § 27383 and
Exempt from Documentary Transfer Tax pursuant
To Revenue and Taxation Code § 11922]

AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** ("Agreement") is made this _____ day of _____, 2024, by the **CITY OF PLEASANTON**, a Municipal Corporation ("City"), and **CDP HOPYARD LLC**, a Delaware limited liability company ("Owner").

RECITALS

A. Owner currently owns a legal or equitable interest in land consisting of approximately three (3.0) acres in Pleasanton, California, more particularly described in Attachment 1 attached hereto and incorporated herein by reference (the "Property").

B. For the Property, Owner has obtained City approval (Design Review P23-0177 and Vesting Tentative Tract Map P23-0178) to develop a 55-unit multi-family residential project (collectively the "Project").

C. Owner and the City wish to make eight one-bedroom units within the Project available for sale to low-income households, as further described in Attachment 3 attached hereto and incorporated herein by reference ("Affordable Units") by Owner building eight (8) affordable units on-site and receiving revenue equivalent to \$375,000 per unit, and City providing for deeper affordability to make such units available to low-income households and housing providers with use of Affordable Housing Fees as permitted in Municipal Code §17.40.090.

D. Area Median Income (AMI) shall mean the area median income for the San Francisco-Oakland-Fremont Metropolitan Statistical Area adjusted for household size in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United State Housing Act of 1937 or any successor statute.

E. Execution of this Agreement meets the requirements of the City's Inclusionary Zoning Ordinance for the Project.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, City and Owner agree as follows:

1. Of the 55 multi-family units, eight (8) shall be Affordable Units. These Affordable Units shall be sold to a low-income qualified households or non-profit housing providers (the buyer) in compliance with the City's affordable sales price as defined in Municipal Code 17.44.030, and California Density Bonus Law.

Owner shall receive Three Hundred and Seventy-Five Thousand Dollars (\$375,000) for each of the Affordable Units by the buyer paying into escrow the affordable price for the unit for a low-income household (80% AMI) and the City using affordable housing funds to put into escrow the balance needed for each such unit. The City's use of affordable housing funds does not constitute an agreement with a local public housing authority.

2. The Affordable Units shall be available for sale for low-income households; affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 70 percent of area median income adjusted for family size appropriate for the unit. In addition, for any low-income household that has a gross income that exceeds 70 percent of the area median income adjusted for family size, it shall be optional to require that affordable housing cost not exceed 35 percent of the gross income of the household. Sales price for Affordable Units shall be at the price levels provided in California Density Bonus Law.

3. The Affordable Units shall be consistent with the following:

- A. The Affordable Unit mix shall be as follows:

Unit Type	Low Income
1 Bedroom	8
Total:	8

- B. Affordable Unit sales price shall be based on the following household sizes:

Unit Type	Household Size
1 Bedroom Unit	Two (2) person household

- C. The Affordable Units shall be the one-bedroom units as shown in the approved Design Review application.
- D. The Affordable Units shall have comparable interior standards of quality as the market rate units but may have fewer amenities. For purposes of this Agreement, "Amenities" shall mean any interior features which are not essential to the health and safety of the resident, but provide visual or aesthetic appeal, or are provided as conveniences rather than as necessities. Amenities include things such as "fireplaces, garbage disposals, dishwashers, cabinet and storage space, and bathrooms in excess of one" but does not include items required by city building codes or other ordinances that are necessary to ensure the safety of the building and its residents.
- E. All Affordable Units shall remain affordable in perpetuity.

4. Affordable Unit Requirements

- A. Affordable Units shall be subdivided into independent units.
- B. Prior to the formation of a homeowners' association or sale to a resident, whichever occurs later, the Owner shall maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.
- C. Until the first sale, Owner shall comply with all applicable recordkeeping and monitoring requirements set by the City for the Affordable Units. Owner agrees to maintain records in businesslike manner, and for a period of five (5) years after the first sale.
 - i. Upon the sale by the Owner of an Affordable Unit to a third party, Owner is required to provide City with all transaction records for such sale, but then Owner shall have no further recordkeeping or monitoring requirements, except to maintain such original sale records for a period of five (5) years.
- D. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall any occupant of any Affordable Unit or any person claiming under or through such occupant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or vendees in the Property. Owner shall include such provision in all deeds and other instruments executed by Owner, and shall enforce the same diligently and in good faith.
- E. The Sales Price for a qualified household or housing provider will be for a low-income household, with City support for such affordability, as provided in Section 1, above.
- F. Presale. If there is a standard pre-sale requirement by the Affordable Unit applicant's lender for a certain percentage of units in the Project to be sold before the Affordable Unit applicant's lender will close escrow on the loan, then the time for the buyer's purchase will be extended until that requisite number of units has closed.
- G. Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third-party purchasers of any Affordable Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to the City for whose benefit this Agreement has been entered into. No third-party purchaser of an Affordable Unit or market rate unit, homeowners' association or any other third party shall obtain any rights or standing to complain that the Affordable Unit was not constructed, designed, sold

or conveyed in accordance with this Agreement or any other applicable City requirements as a result of this Agreement.

5. As provided in Pleasanton Municipal Code section 17.44.080.D., the provision of the eight (8) low-income Affordable Units on the Property with the City's use of Affordable Housing Funds to create deeper affordability represents an alternate method of compliance with the inclusionary requirement to otherwise provide very-low or low-income units in a multi-family condominium project to meet the purpose of Pleasanton Municipal Code Chapter 19.44.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns, to the extent consistent with the foregoing provisions of this Agreement.
7. Owner shall have the right to transfer and assign all of its rights, duties and obligations under this Agreement to any person or entity acquiring fee simple title to any portion of the Property. Owner shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Owner was not in default of this Agreement at the time of conveyance, (ii) Owner provided to City prior written notice of such transfer, and (iii) the transferee executes and delivers to City a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee expressly assumes the obligations of Owner under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.
8. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.
9. If Owner fails to perform an obligation hereunder, and such failure continues for thirty (30) days after receipt of written notice of such failure by the City (or such longer period of time as may be reasonably necessary to cure such failure) then Owner shall be in default hereunder and the City's sole remedy hereunder shall be to pursue an action for specific performance against Owner.
10. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by air courier, or sent by prepaid registered or certified mail with return receipt requested, and shall be deemed to have been given on the earliest of (1) receipt or refusal of receipt; (b) one business day after delivery to an air courier for overnight expedited delivery service; (c) five (5) business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified); or (d) on the day of its transmission by facsimile if transmitted during the business hours of the place of receipt, otherwise on the next business day, provided that a copy of such notice, consent or other communication is also delivered pursuant to clause (b) or (c) above. All references to "business days" herein shall exclude weekends and State or Federal holidays. All notices shall be addressed as follows (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the City, at:

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

If to the Owner, at:

CDP Hopyard LLC
Attention: Todd Deutscher
675 Hartz Avenue, Suite 301
Danville, CA 94526

With a Copy to:

Cox, Castle & Nicholson, LLP
Attention: Linda Klein
50 California Street, Suite 3200
San Francisco, CA 94111

11. Notwithstanding anything to the contrary in this Agreement, the restrictions set forth in this Agreement shall be enforceable solely by the City and not by, or on behalf of, any tenant or Third-Party Purchaser of the Project.
12. Counterparts. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding agreement.
13. This Agreement shall be recorded in Alameda County and shall run with the land.

----- *Signatures follow on next page.* -----

THIS AGREEMENT is executed as of the date and year first

above written. **CITY:**

CITY OF PLEASANTON, a Municipal Corporation

By:

Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

Owner:

CDP Hopyard, a Delaware limited liability company

By: CDP MM LLC, a CA limited liability company,
its Managing Member

By: _____

Title: _____

Attachments:

- | | |
|--|---|
| 1. Legal Description | [To be provided at time of recording] |
| 2. City of Pleasanton's Preference System | [See Resolution No. 21-1199] |
| 3. Identification of Affordable Units | [One bedroom units in Design Review plan] |
| 4. Criteria for Affordable Units Sales Price Setting | |

ATTACHMENT 4

Criteria for Affordable Units Sales Price Setting

- A. The Affordable Sales Price for the Affordable Units shall meet the definition in Municipal Code section 17.44.030 as reasonably determined by the City and its consultant Bay Area Affordable Homeownership Alliance, Inc. (BAAHA), California Density Bonus Law, and criteria for such calculation will include the definitions and standards set forth below: the "Sales Price" shall be calculated by adding the cash down payment, to the Maximum Mortgage Amount, less lender and escrow fees and costs incurred by the buyer. The Sales Price shall be set before the commencement of the sale process for the Affordable Units.
- B. The "Smallest Household Size" means the household with the smallest number of persons eligible for the Affordable Units, as stated in Section 3.B of the Agreement.
- C. The current "Maximum Eligible Income" shall be the most current State Income Limit for Alameda County, Low Income (80% of AMI) category, as published by the State of California Department of Housing and Community Development, for the Smallest Household Size.
- D. The "Maximum Allowable Monthly Housing Expenses" is calculated by multiplying the Maximum Eligible Income by 35 percent and dividing by 12.
- E. The "Actual Monthly Housing Expenses" are calculated by adding the following costs associated with a particular Affordable Unit and dividing by 12: (i) any loan fees, escrow fees and other closing costs (amortized over 360 months) and/or private mortgage insurance associated therewith; (ii) property taxes and assessments; (iii) fire, casualty insurance and flood insurance, if required; (iv) a reasonable allowance for utilities as set forth in the Guidelines, not including telephones, and (v) homeowners association fees, but less the amount of such homeowners association fees allocated for any costs attributable to (iii) or (iv) above.
- F. The "Maximum Monthly Mortgage Payment Amount" is calculated by subtracting the Actual Monthly Housing Expenses from the Maximum Allowable Monthly Housing Expenses.
- G. The "Maximum Mortgage Amount" is established by determining the amount of mortgage that a lender would loan, based upon the Maximum Monthly Mortgage Payment Amount and based upon the down payment found to be the lowest that lenders are willing to accept in a survey of lenders as described below, provided that the down payment is a commercially reasonable minimum amount. BAAHA may use commercially reasonable data or survey and take the average of at least three local lenders who regularly make home loans at a typical housing expense ratio to first-time buyers in the price range of the Affordable Unit on the day that the price is set. The mortgage amount shall be for a 30-year fixed rate mortgage with standard fees, closing costs and no points, and shall be less than or equal to the Maximum Monthly Mortgage Amount. Notwithstanding the foregoing, the average down payment calculation shall not include a zero down payment option.
- H. Additional Sales Price Factors. The calculation of the Sales Price shall be based upon the factors defined below. These definitions conform to the eligibility and underwriting standards established by the major secondary mortgage market investors, such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.
- I. Mortgage Interest Rate. The mean average of contract interest rates on the date that the Sales Price is set, for fixed rate, 30-year "Conforming" mortgages (presently \$1,149,825 or less in

Alameda County, as such amount may be adjusted from time to time as the maximum amount of FHA Conforming mortgages), or for jumbo mortgages if applicable; as quoted by three local retail lenders, or the published Freddie Mac six-month moving average. The three local retail lenders shall be selected at random by BAAHA from the list of lenders certified by Alameda County to make first mortgage loans with Mortgage Credit Certificates, as defined by the California Debt Limit Allocation Committee (CDLAC), or from a list of commercially reasonable data.

- J. Points. The mean average of points quoted by three local lenders that make mortgage loans to first time home buyers in the City on the date that the Sales Price is set for fixed rate, 30-year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, which lenders are selected on a random basis by BAAHA or from commercially reasonable data. Points are a one-time fee paid to a lender for making a loan. One point is equal to one percent of the loan amount.
- K. Lender/Escrow Fees. The mean average of fees charged by three local lenders that make mortgage loans to homebuyers, which lenders are selected on a random basis by BAAHA or from commercially reasonable data, plus escrow company fees, for such items as title insurance, appraisal, escrow fees, document preparation and recording fees.
- L. Loan to Value Ratio. The maximum ratio of the dollar amount of a conforming mortgage to the sales price of a home which a lender is willing to approve at a given point in time. For purposes of this Agreement, the loan to value ratio shall be calculated as the mean average of the maximum loan to value ratios as quoted by three local lenders selected on a random basis by BAAHA or from commercially reasonable data or from a list of lenders who actively make loans to homebuyers and who participate in the Mortgage Credit Certificate program.
- M. Housing Expense Ratio. The mean average of the housing expense ratio as reported on the date that the sales price is set, for fixed rate, 30-year mortgages of \$1,149,825 or less, or for jumbo mortgages if applicable, by three local lenders that make mortgage loans to homebuyers in the City, which lenders are selected on a random basis by BAAHA or from commercially reasonable data. Housing expense is defined as the sum of the annual mortgage payment (including principal and interest), and annual payments for taxes, homeowners association dues, insurance, property maintenance and repairs, a reasonable allowance for utilities according to the Alameda County Housing Authority Utility Financial Allowance Chart which is periodically updated and amended, and any secondary financing (but excluding any portion of the aforementioned expenses covered by homeowners association dues). To determine the ratio, this sum is divided by gross annual income.
- N. Homeowners Insurance. Calculated as the mean average of the annual cost of insurance quoted by two or three local brokers, or BAAHA may use commercially reasonable data, based on their experience, for a housing unit of the price, room configuration, location, construction material and structure type of the subject Affordable Unit. Flood insurance costs, if required, shall be calculated by this same method.
- O. Private Mortgage Insurance. The mean average of the annual cost of private mortgage insurance quoted by two or three local lenders, or BAAHA may use commercially reasonable data, based on their experience, for a housing unit of the price, location, and structure type of the subject Affordable Unit.
- P. Taxes. The tax rate as reported by the Alameda County Assessor's Office.
- Q. Homeowner's Dues. Reported by the Owner and as set forth in the Public Report issued by the

California Department of Real Estate for the Project.

- R. Down Payment. Cash portion paid by a buyer from buyer's own funds, as opposed to that portion of the purchase price which is financed. For the purpose of calculating the Sales Price, the down payment will be defined as the mean average of the smallest down payment required by the two or three local lenders surveyed, or BAAHA may use commercially reasonable data. The down payment shall be at least a commercially reasonable minimum.

ATTACHMENT 5

Planning Commission Meeting

February 28, 2024

Meeting agenda, agenda packet, and supplemental material may be found on the City's website at the following link:

<https://pleasantonca.portal.civicclerk.com/event/147/files/agenda/188>

ATTACHMENT 6

Planning Commission Meeting

March 13, 2024

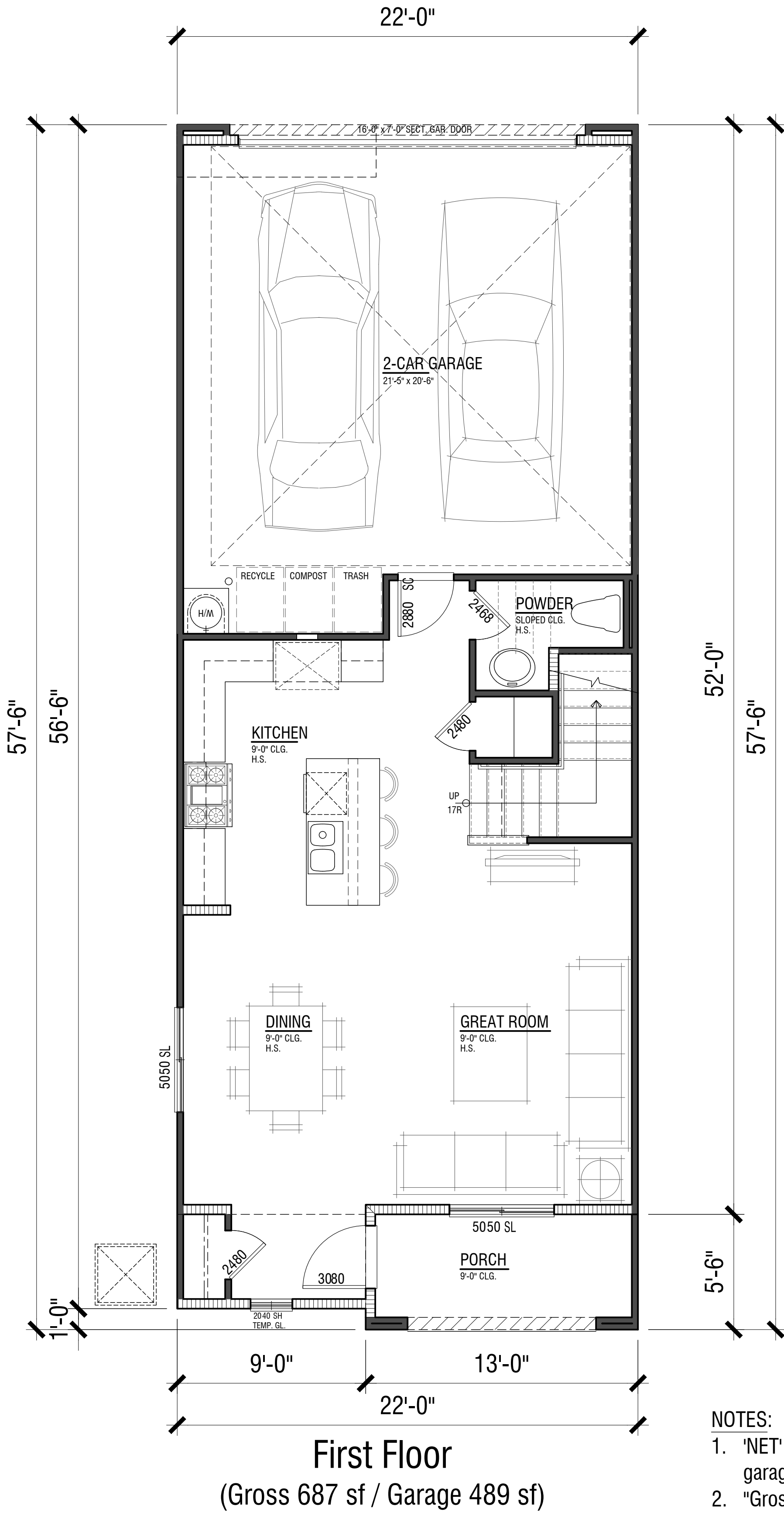
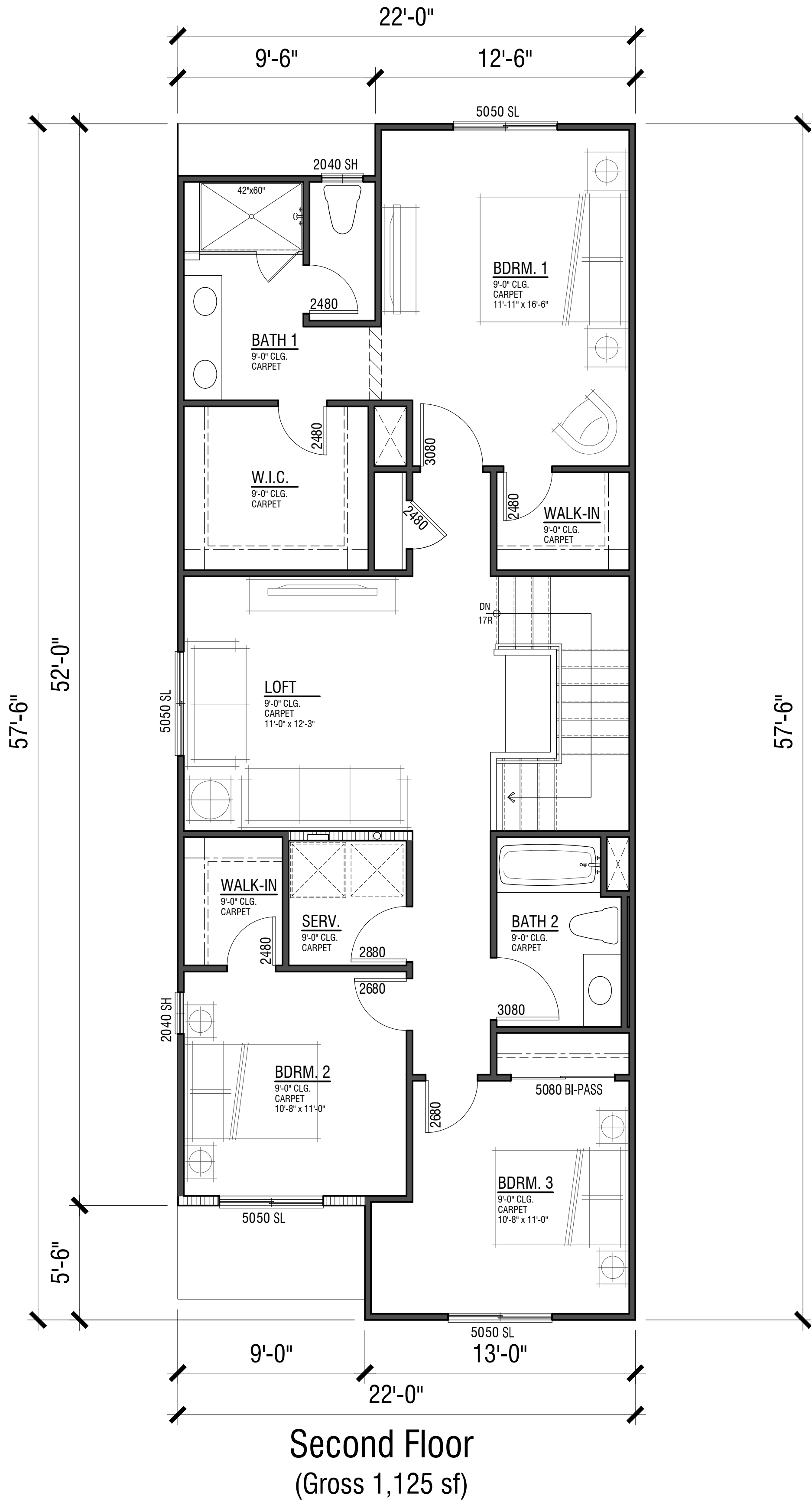
Meeting agenda, agenda packet, and supplemental material may be found on the City's website at the following link:

<https://pleasantonca.portal.civicclerk.com/event/170/files/agenda/225>

DUPLEX UNIT
Duplex - 1,812 SF (Gross)

3200 HOPYARD
PLEASANTON, CA

A3.5



- NOTES:
1. 'NET' areas of are taken from the interior face of exterior walls, excluding garages, porches, decks, and stair at third floor level for client purpose.
 2. "Gross floor area" means the sum of the gross horizontal area of the several floors of a building on the same site excluding: space used for off-street parking; decks, porches, and exterior balconies, if not enclosed on more than three sides. (Pleasanton Municipal Code, Zoning 18.08.195)
 3. All 'Decks' on the second floor with a minimum of 50 square feet and that have no dimension less than five feet qualify for PUOS per Pleasanton Municipal Code, Zoning 18.84.170)



Duplex - 1,812 SF (Gross)

3200 HOPYARD

PLEASANTON, CA

ARCHITECTS . PLANNERS . DESIGNERS

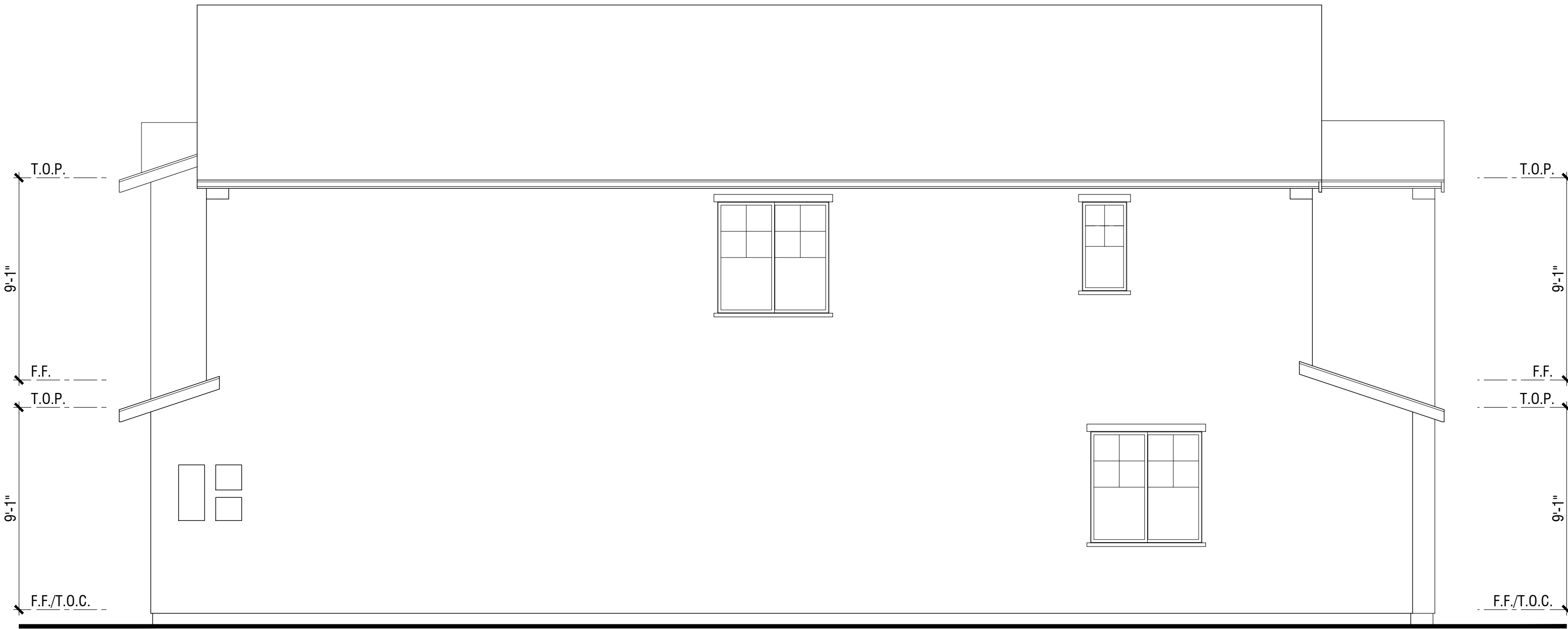
WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA

© 2024 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA. | 2022302 | 03-11-24



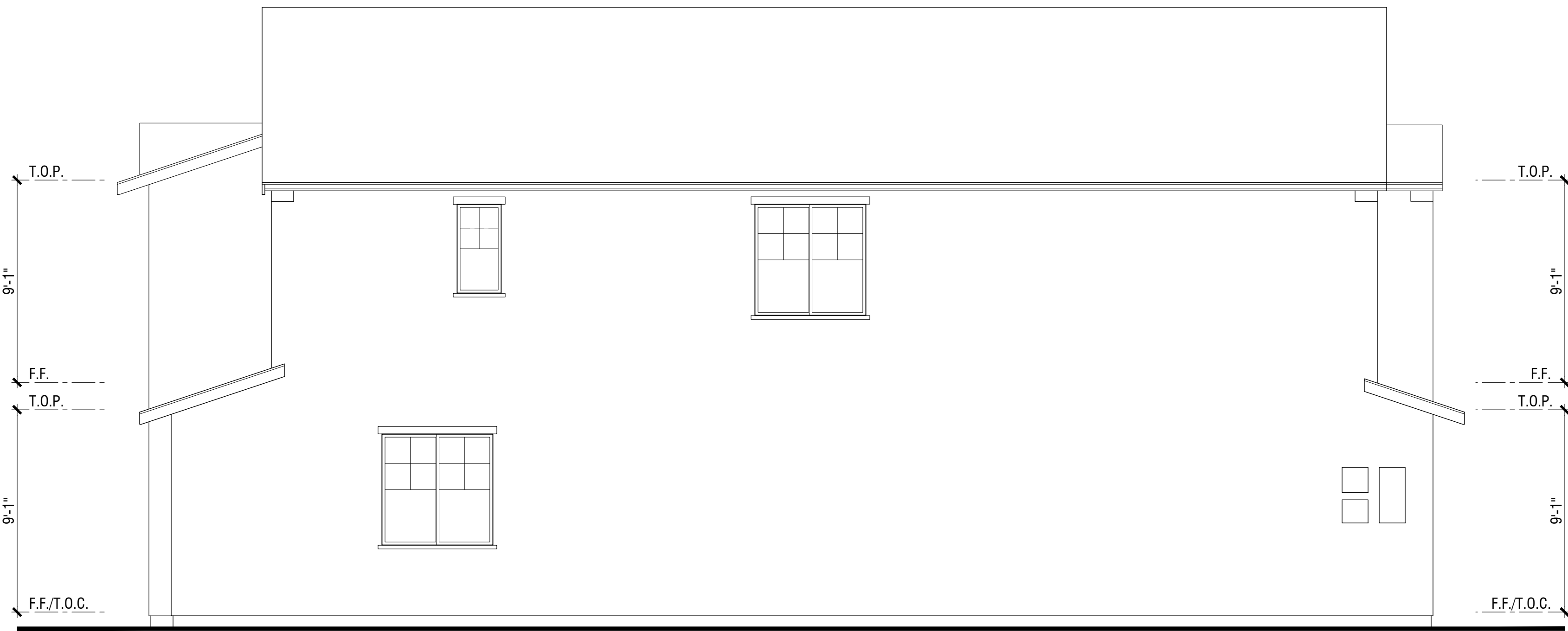
Rear Elevation



Left Elevation



Front Elevation



Right Elevation

DUPLEX ELEVATIONS

NOTE:
Height of a structure shall be measured vertically from the average elevation of the natural grade or finished grade, whichever is lower, of the ground covered by the structure to the mean height between eaves and ridges for a hip, gable, or gambrel roof.
(Pleasanton Municipal Code, Zoning 18.84.140)

CATALYST
DEVELOPMENT

3200 HOPYARD
PLEASANTON, CA

A3.7

CATALYST

DEVELOPMENT PARTNERS

March 11, 2024

Melinda Denis
City of Pleasanton
200 Old Bernal Ave.
Pleasanton, CA 94566

RE: 3200 Hopyard Road - Application for Design Review (P23-0177) and Vesting Tentative Tract Map 8672

Dear Melinda,

In response to the comments received at the previous Planning Commission meeting on February 28, 2024, the Applicant would like to propose an alternative version of the project design for the City's consideration. This alternative proposal would consist of 55 total units (vs. 57). Reducing the project density is a direct response to neighborhood comments about increased traffic, lack of available off-site parking, potential school impacts and other concerns voiced before and during the Planning Commission meeting. The revised design would also add 2 additional on-site guest parking spaces. Lastly, the alternative design would replace the 3-story 6-plex building in the southwest corner of the property with two 2-story attached duet buildings, while maintaining a building setback of 25-30 feet from the property line. This architectural revision would significantly improve the post-development viewshed for the adjacent neighbors. The lower building heights combined with the separation between the 2 smaller buildings would provide more light and air, and the landscaped setback area would include large trees along the fence line for screening and privacy.

Based on the lower unit count in the proposed alternative, the 15% inclusionary requirement would be reduced to 8 units. The inclusionary units would continue to be built as part of the development and interspersed throughout the project. As consideration for the lower project density, added guest parking, and the reduced size/height of the duet units, the Applicant is requesting that the City allow the inclusionary units to be deed restricted for sale to moderate income buyers, rather than low income tenants. The Applicant believes this alternative method of compliance is permissible under Section 17.44.080 (D) of the City Inclusionary Housing Ordinance which states that "Applicants may propose creative concepts for meeting the requirements of this chapter, in order to bring down the cost of providing inclusionary units, whether on- or off-site. The city council may approve alternate methods of compliance with this chapter if the applicant demonstrates that such alternate method meets the purpose of this chapter (as set forth in Section 17.44.020 of this chapter)." Section 17.44.020 states that "The purpose of this chapter is to enhance the public welfare and assure that further housing development attains the city's affordable housing goals by increasing the production of residential units affordable to households of very low, low, and moderate income..." Since the proposed units are small 1-bedroom units they will remain affordable by design, requiring a lower price point regardless of the deed restriction. The units would still count toward a portion of the City's RHNA numbers and result in tangible affordable units rather than payment of in-lieu fees.

Attached for your review, please find the following supplemental materials:

- Proposed site plan showing the 55 units including the 2 duet buildings, updated setbacks and guest parking spaces.
- Proposed floor plans for the duet buildings (first and second floor).
- Proposed elevations for the duet buildings.

Please note that there are no balconies or decks facing the adjacent neighbors on the duet buildings and the each duet is now only has 1 bedroom facing their direction. This is another significant improvement to privacy concerns expressed by those neighbors.

If you have any questions regarding this alternative proposal, please contact me at bmyers@catdevpartners.com.

Thank you for your consideration,



Bruce Myers

§ 17.44.010

§ 17.44.030

Article I General Provisions

§ 17.44.010. Title.

This chapter shall be called the "Inclusionary Zoning Ordinance of the City of Pleasanton."

(Ord. 1818 § 1, 2000)

§ 17.44.020. Purpose.

The purpose of this chapter is to enhance the public welfare and assure that further housing development attains the city's affordable housing goals by increasing the production of residential units affordable to households of very low, low, and moderate income, and by providing funds for the development of very low, low, and moderate income ownership and/or rental housing. In order to assure that the remaining developable land is utilized in a manner consistent with the city's housing policies and needs, 15 percent of the total number of units of all new multiple-family residential projects containing 15 or more units, constructed within the city as it now exists and as may be altered by annexation, shall be affordable to very low and low income households. For all new single-family residential projects of 15 units or more, at least 20 percent of the project's dwelling units shall be affordable to very low, low, and/or moderate income households. These requirements shall apply to both ownership and rental projects.

(Ord. 1818 § 1, 2000)

§ 17.44.030. Definitions.

For the purposes of this chapter, certain words and phrases shall be interpreted as set forth in this section unless it is apparent from the context that a different meaning is intended.

"Affordable housing proposal." A proposal submitted by the project owner as part of the city development application (e.g., design review, planned unit development, etc.) stating the method by which the requirements of this chapter are proposed to be met.

"Affordable rent." A monthly rent (including utilities as determined by a schedule prepared by the city) which does not exceed one-twelfth of 30 percent of the maximum annual income for a household of the applicable income level.

"Affordable sales price." A sales price which results in a monthly mortgage payment (including principal and interest) which does not exceed one-twelfth of 35 percent of the maximum annual income for a household of the applicable income level.

"Amenities." Interior features which are not essential to the health and safety of the resident, but provide visual or aesthetic appeal, or are provided as conveniences rather than as necessities. Interior amenities may include, but are not limited to, fireplaces, garbage disposals, dishwashers, cabinet and storage space and bathrooms in excess of one. Amenities shall in no way include items required by city building codes or other ordinances that are necessary to ensure the safety of the building and its residents.

"Applicant." Any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which seeks city permits and approvals for a project.

"City." The city of Pleasanton or its designee or any entity with which the city contracts to administer this chapter.

"Commercial, office, and industrial project." For the purposes of this chapter, any new nonresidential (commercial, office, or industrial) development or redevelopment greater than 10 gross acres 250,000 square feet of gross building area, whichever is less.

"Dwelling unit." A dwelling designed for occupancy by one household.

"HUD." The United States department of housing and urban development or its successor.

"Household." One person living alone; or two or more persons sharing residency whose income is considered for housing payments.

"Household, low income." A household whose annual income is more than 50 percent but does not exceed 80 percent of the annual median income for Alameda County, based upon the annual income figures provided by the U.S. department of housing and urban development (HUD), as adjusted for household size.

"Household, moderate income." A household whose annual income is more than 80 percent but does not exceed 120 percent of the annual median income for Alameda County, based upon the annual income figures provided by HUD, as adjusted for household size.

"Household, very low income." A household whose annual income does not exceed 50 percent of the annual median income for Alameda County, based upon the annual income figures provided by HUD, as adjusted for household size.

"Inclusionary unit." A dwelling unit as required by this chapter which is rented or sold at affordable rents and/or affordable sales prices (as defined by this chapter) to very low, low, or moderate income households.

"Inclusionary unit credits." Credits approved by the city council in the event a project exceeds the total number of inclusionary units required in this chapter. Inclusionary unit credits may be used by the project owner to meet the affordable housing requirements of another project subject to approval by the city council.

"Income." The gross annual household income as defined by HUD.

"Life of the inclusionary unit." The term during which the affordability provisions for inclusionary units shall remain applicable. The affordability provisions for inclusionary units shall apply in perpetuity from the date of occupancy, which shall be the date the city of Pleasanton performs final inspection for the building permit.

"Lower income housing fee." A fee paid to the city by an applicant for a project in the city, in lieu of providing the inclusionary units required by this chapter.

"Median income for Alameda County." The median gross annual income in Alameda County as determined by HUD, adjusted for household size.

"Off-site inclusionary units." Inclusionary units constructed within the city of Pleasanton on a site other than the site where the applicant intends to construct market rate units.

"Ownership units." Inclusionary units developed as part of a residential development which the applicant intends will be sold, or which are customarily offered for individual sale.

"Project." A residential housing development at one location or site including all dwelling units for which permits have been applied for or approved.

"Project owner." Any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which holds fee title to the land on which the project is located.

"Property owner." The owner of an inclusionary unit, excepting a "project owner."

"Recapture mechanisms." Legal programs and restrictions by which subsidies provided to inclusionary units will be controlled and repaid to the city and/or other entity upon resale, to ensure the ongoing preservation of affordability of inclusionary units or to ensure funds for inclusionary units remain within the city's affordable housing program.

"Rental units." Inclusionary units which the applicant intends will be rented or leased, or which are customarily offered for lease or rent.

"Resale restrictions." Legal restrictions which restrict the price of inclusionary units to ensure that they remain affordable to very low, low, and moderate income households on resale.

"Residential project, multiple-family." A residential project consisting of condominiums, apartments, and similar dwellings attached in groups of four or more units per structure and including multiple units located on a single parcel of land under common ownership.

"Residential project, single-family." A residential project consisting of detached and attached single-family homes, including paired single-family, duets, duplexes, townhomes, and similar unit types where each unit is located on a separate parcel of land.

"Unit type." Various dwelling units within a project which are distinguished by number of bedrooms and/or the type of construction (e.g., detached single-family, duets, townhomes, condominiums).

(Ord. 1818 § 1, 2000)

Article II Zoning Requirements

§ 17.44.040. General requirements/applicability.

- A. Residential Development. For all new multiple-family residential projects of 15 units or more, at least 15 percent of the project's dwelling units shall be affordable to very low, and/or low income households. For all new single-family residential projects of 15 units or more, at least 20 percent of the project's dwelling units shall be affordable to very low, low, and/or moderate income households. These dwelling units shall be referred to as "Inclusionary Units". Special consideration will be given to projects in which a significant percentage of the inclusionary units are for very low and low income households. The specific mix of units within the three affordability categories shall be subject to approval by the city.

The inclusionary units shall be reserved for rent or purchase by eligible very low, low, and moderate income households, as applicable. Projects subject to these requirements include, but are not limited to, single-family detached dwellings, townhomes, apartments, condominiums, or cooperatives provided through new construction projects, and/or through conversion of rentals to ownership units.

The percentage of inclusionary units required for a particular project shall be determined only once on a given project, at the time of tentative map approval, or, for projects not processing a map, prior to issuance of building permit. If the subdivision design changes, which results in a change in the number of unit types required, the number of inclusionary units required shall be recalculated to coincide with the final approved project. In applying and calculating the 15 percent requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

- B. Commercial, Office, and Industrial (COI) Development. In lieu of paying the lower income fee as set forth in city Ordinance No. 1488, COI development may provide affordable housing consistent with this chapter. As a result, new COI developments are strongly encouraged to submit an affordable housing proposal as set forth in Section 17.44.090 of this chapter. Upon submittal of the affordable housing proposal, city staff will meet with the developer to discuss the potential for providing incentives to encourage on-site construction of affordable housing units and alternatives to constructing affordable units as set forth in this chapter. In the event a developer requests incentives or alternatives as a means of providing affordable housing in connection with a COI development, the affordable housing proposal will be reviewed as set forth in Section 17.44.090 of this chapter. COI development not pursuing the inclusion of affordable housing shall be subject to the lower income fees as set forth in city ordinance 1488.

(Ord. 1818 § 1, 2000)

§ 17.44.050. Inclusionary unit provisions and specifications.

- A. Inclusionary units shall be dispersed throughout the project unless otherwise

approved by the city.

- B. Inclusionary units shall be constructed with identical exterior materials and an exterior architectural design that is consistent with the market rate units in the project.
- C. Inclusionary units may be of smaller size than the market units in the project. In addition, inclusionary units may have fewer interior amenities than the market rate units in the project. However, the city may require that the inclusionary units meet certain minimum standards. These standards shall be set forth in the affordable housing agreement for the project.
- D. Inclusionary units shall remain affordable in perpetuity through recordation of an affordable housing agreement as described in Section 17.44.060 of this chapter.
- E. All inclusionary units in a project shall be constructed concurrently within or prior to the construction of the project's market rate units.
- F. For purposes of calculating the affordable rent or affordable sales price of an inclusionary unit, the following household size assumptions shall be used for each applicable dwelling unit type:

Unit Size	HUD Income Category by Household Size
Studio unit	1 person
1 bedroom unit	2 persons
2 bedroom unit	3 persons
3 bedroom unit	4 persons
4 or more bedroom unit	5 or more persons

- G. The city's adopted preference and priority system shall be used for determining eligibility among prospective beneficiaries for affordable housing units created through this inclusionary zoning ordinance.
(Ord. 1818 § 1, 2000)

§ 17.44.060. Affordable housing agreement.

An affordable housing agreement shall be entered into by the city and the project owner. The agreement shall record the method and terms by which a project owner shall comply with the requirements of this chapter. The approval and/or recordation of this agreement shall take place prior to final map approval or, where a map is not being processed, prior to the issuance of building permits for such lots or units.

The affordable housing agreement shall state the methodology for determining a unit's initial and ongoing rent or sales and resale price(s), any resale restrictions, occupancy requirements, eligibility requirements, city incentives including second mortgages, recapture mechanisms, the administrative process for monitoring unit management to

assure ongoing affordability and other matters related to the development and retention of the inclusionary units.

In addition to the above, the affordable housing agreement shall set forth any waiver of the lower income housing fee. For projects which meet the affordability threshold with very low and/or low income units, all units in the project shall be eligible for a waiver of the lower income housing fee. For single-family residential projects which meet the affordability threshold with moderate income units, or multiple-family residential projects which do not meet the affordability threshold, only the inclusionary units shall be eligible for a waiver of the lower income housing fee except as otherwise approved by the city council.

To assure affordability over the life of the unit, the affordable housing agreement shall be recorded with the property deed or other method approved by the city attorney. In the event an inclusionary unit is affordable by design the affordable housing agreement shall stipulate the method for assuring that the units retain their affordability as the housing market changes.

The community development director may waive the requirement for an affordable housing agreement for projects approved prior to the effective hereof and/or for projects that have their affordable housing requirements included in a development agreement or other city document.

(Ord. 1818 § 1, 2000; Ord. 2000 § 1, 2009)

§ 17.44.070. Incentives to encourage on-site construction of inclusionary units.

The city shall consider making available to the applicant incentives to increase the feasibility of residential projects to provide inclusionary units. Incentives or financial assistance will be offered only to the extent resources for this purpose are available and approved for such use by the city council or city manager, as defined below, and to the extent that the project, with the use of incentives or financial assistance, assists in achieving the city's housing goals. However, nothing in this chapter establishes, directly or through implication, a right of an applicant to receive any assistance or incentive from the city.

Any incentives provided by the city shall be set out in the affordable housing agreement pursuant to Section 17.44.060 of this chapter. The granting of the additional incentives shall require demonstration of exceptional circumstances that necessitate assistance from the city, as well as documentation of how such incentives increase the feasibility of providing affordable housing.

The following incentives may be approved for applicants who construct inclusionary units on-site:

- A. Fee Waiver or Deferral. The city council, by resolution, may waive or defer payment of city development impact fees and/or building permit fees applicable to the inclusionary units or the project of which they are a part. Fee waivers shall meet the criteria included in the city's adopted policy for evaluating waivers of city fees for affordable housing projects. The affordable housing agreement shall include the

terms of the fee waiver.

- B. Design Modifications. The granting of design modifications relative to the inclusionary requirement shall require the approval of the city council and shall meet all applicable zoning requirements of the city of Pleasanton. Modifications to typical design standards may include the following:

Reduced setbacks;

Reduction in infrastructure requirements;

Reduced open space requirements;

Reduced landscaping requirements;

Reduced interior or exterior amenities;

Reduction in parking requirements;

Height restriction waivers.

- C. Second Mortgages. The city may utilize available lower income housing funds for the purpose of providing second mortgages to prospective unit owners or to subsidize the cost of a unit to establish an affordable rent or an affordable sales price. Terms of the second mortgage or subsidy shall be stated in the affordable housing agreement. The utilization of these incentives shall not be the sole source of providing the inclusionary units and they are intended to augment the developer's proposal.
- D. Priority Processing. After receiving its discretionary approvals, a project that provides inclusionary units may be entitled to priority processing of building and engineering approvals subject to the approval of the city manager. A project eligible for priority processing shall be assigned to city engineering and/or building staff and processed in advance of all nonpriority items.

(Ord. 1818 § 1, 2000)

§ 17.44.080. Alternatives to constructing inclusionary units on-site.

The primary emphasis of this inclusionary zoning ordinance is to achieve the inclusion of affordable housing units to be constructed in conjunction with market rate units within the same project in all new residential projects. However, the city acknowledges that it may not always be practical to require that every project satisfy its affordable housing requirement through the construction of affordable units within the project itself. Therefore, the requirements of this chapter may be satisfied by various methods other than the construction of inclusionary units on the project site. Some examples of alternate methods of compliance appear below. As housing market conditions change, the city may need to allow alternatives to provide options to applicants to further the intent of providing affordable housing with new development projects.

- A. Off-Site Projects. Inclusionary units required pursuant to this chapter may be permitted to be constructed at a location within the city other than the project site.

Any off-site inclusionary units must meet the following criteria:

1. The off-site inclusionary units must be determined to be consistent with the city's goal of creating, preserving, maintaining, and protecting housing for very low, low, and moderate income households.
2. The off-site inclusionary units must not result in a significant concentration of inclusionary units in any one particular neighborhood.
3. The off-site inclusionary units shall conform to the requirements of all applicable city ordinances and the provisions of this chapter.
4. The occupancy and rents of the off-site inclusionary units shall be governed by the terms of a deed restriction, and if applicable, a declaration of covenants, conditions and restrictions similar to that used for the on-site inclusionary units.

The affordable housing agreement shall stipulate the terms of the off-site inclusionary units. If the construction does not take place at the same time as project development, the agreement shall require the units to be produced within a specified time frame, but in no event longer than five years. A cash deposit or bond may be required by the city, refundable upon construction, as assurance that the units will be built.

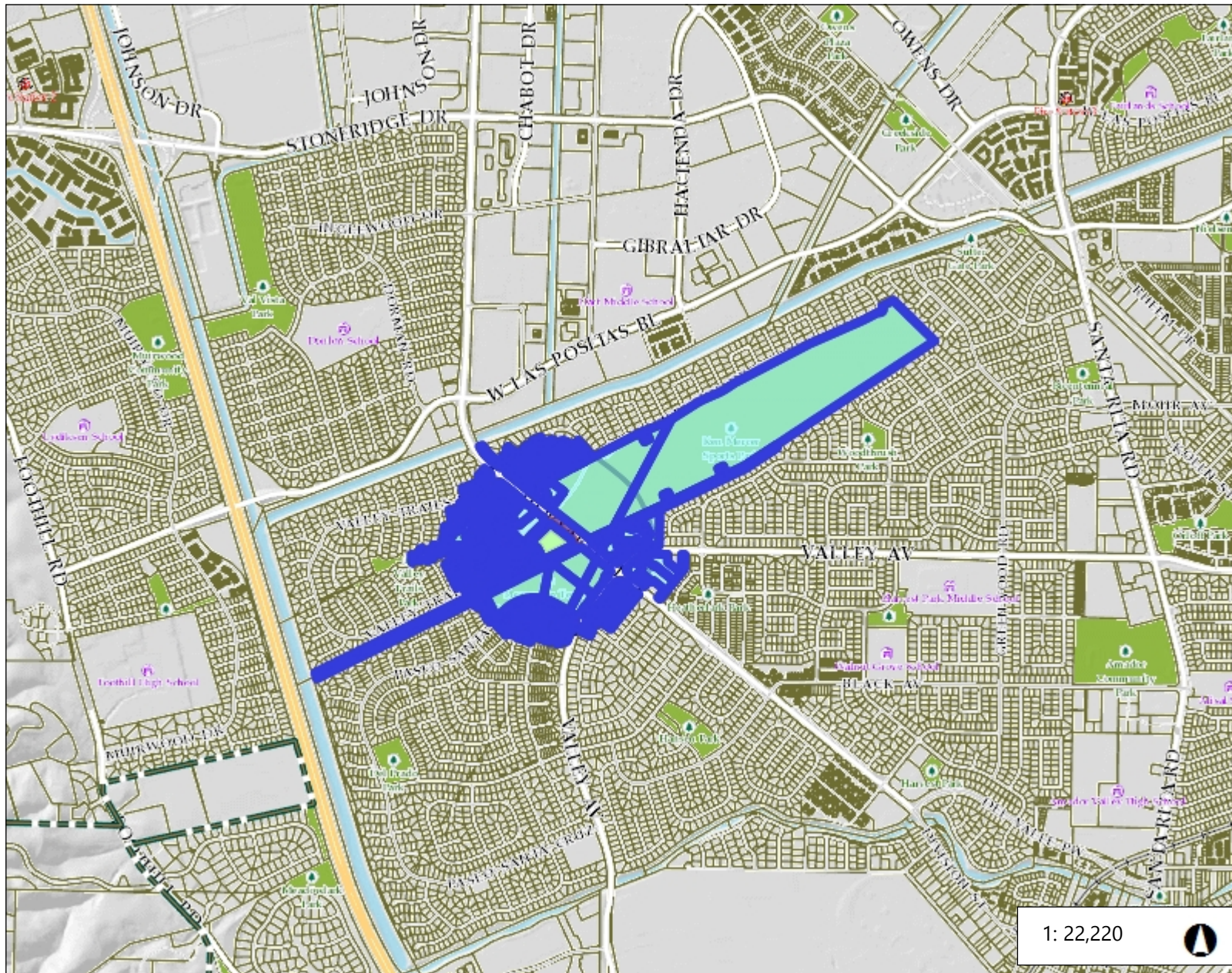
- B. **Land Dedication.** An applicant may dedicate land to the city or a local nonprofit housing developer in place of actual construction of inclusionary units upon approval of the city council. The intent of allowing a land dedication option is to provide the city or a local nonprofit housing developer the free land needed to make an inclusionary unit development feasible, thus furthering the intent of this chapter.

The dedicated land must be appropriately zoned, buildable, free of toxic substances and contaminated soils, and large enough to accommodate the number of inclusionary units required for the project. The city's acceptance of land dedication shall require that the lots be fully improved, with infrastructure, adjacent utilities, grading, and fees paid.

- C. **Credit Transfers.** In the event a project exceeds the total number of inclusionary units required in this chapter, the project owner may request inclusionary unit credits which may be used to meet the affordable housing requirements of another project. Inclusionary unit credits are issued to and become the possession of the project owner and may not be transferred to another project owner without approval by the city council. The number of inclusionary unit credits awarded for any project is subject to approval by the city council.
- D. **Alternate Methods of Compliance.** Applicants may propose creative concepts for meeting the requirements of this chapter, in order to bring down the cost of providing inclusionary units, whether on- or off-site. The city council may approve alternate methods of compliance with this chapter if the applicant demonstrates that such alternate method meets the purpose of this chapter (as set forth in Section

17.44.020 of this chapter).

- E. Lower Income Housing Fee Option. In lieu of providing inclusionary units in a project, an applicant may pay the city's lower income housing fee as set forth in Chapter 17.40 of this title.
(Ord. 1818 § 1, 2000)



Legend

- Fire Station
- School
- Park
- Parcels

1: 22,220



3,703.4 0 1,851.69 3,703.4 Feet

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Notes

Notes

CITY COUNCIL AGENDA REPORT

April 16, 2024
Police

**TITLE: BI-ANNUAL UPDATE TO THE CITY COUNCIL REGARDING POLICE
DEPARTMENT OPERATIONS, SERVICES AND ACTIVITIES**

SUMMARY

The Police Department presents an update to the City Council on community policing and department operations twice per year. This is the first report for 2024, which includes an update on crime and collision trends, force options, the Student Resource Office/Alternative Response Unit program, personnel matters, and future initiatives.

RECOMMENDATION

Receive update on the Police department's operations, services, and activities.

BACKGROUND

Twice each year, the Police department provides an update on operations, services, and activities. Generally, the spring update is focused on reporting annual data metrics, and the fall update is focused on programming, although specifically requested updates will be provided with the most timely report. This bi-annual report provides a general department update on crime and collision trends, force options, the Student Resource Office/Alternative Response Unit program, personnel matters, and future initiatives.

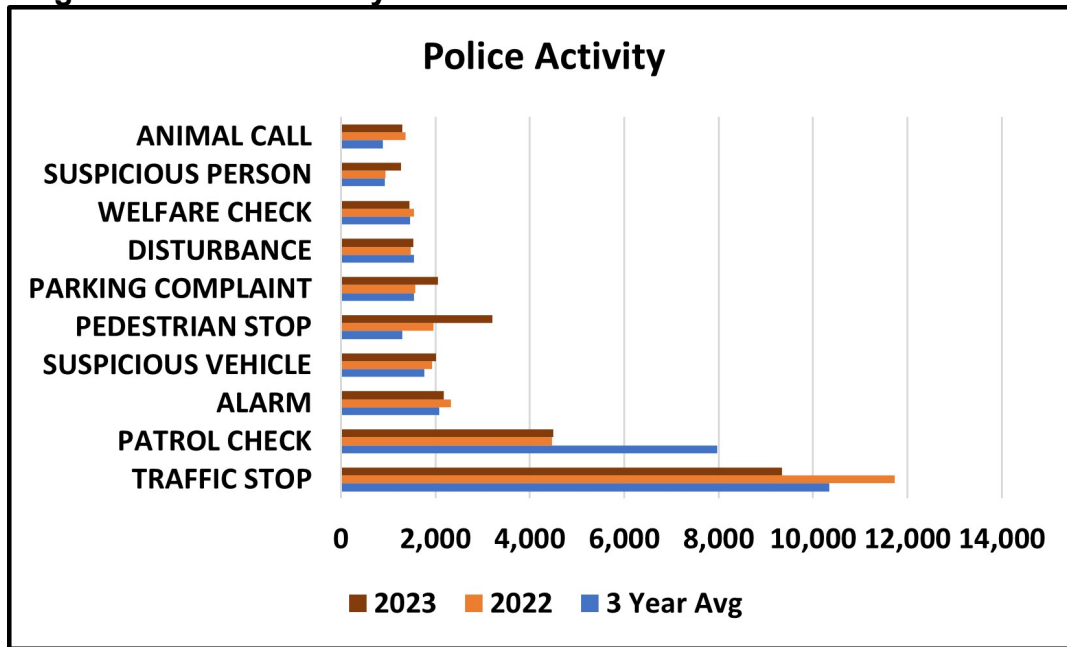
DISCUSSION

Department Operations

Police Activity and Response Times

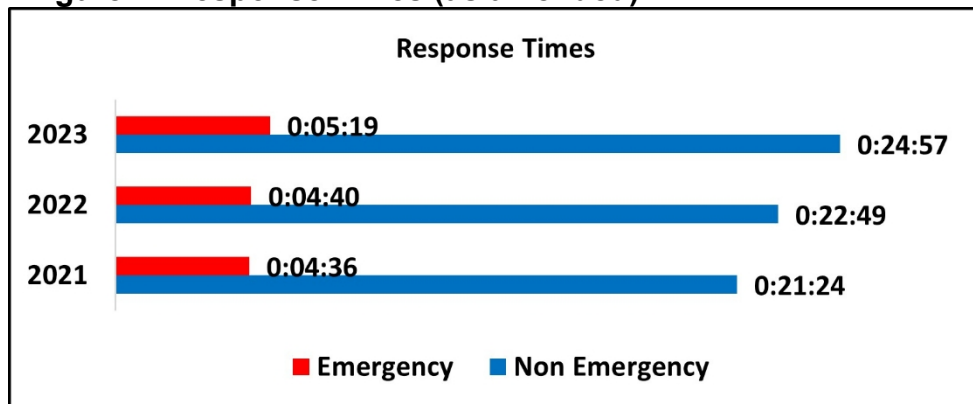
The police department facilitated 59,841 incidents in 2023, of which 21,331 were self-initiated and 38,510 were requests for service. While this is similar to 2022 in which there were 59,548 incidents, officer initiated activity dropped by more than 1,500 incidents and requests for service increased by nearly 2,000. Figure 1 below identifies the most frequent type of police activity in 2023 as compared to 2022 and to the prior three-year average.

Figure 1: Police Activity



Police response time goals are established in the General Plan as 4:00 minutes for emergencies and 20:00 minutes for non-emergency calls for service. The average emergency response time in 2023 was 5:19, and the non-emergency response time average was 24:57. While compiling the data for this report, staff realized that the response times for prior reports included a partial data set which inaccurately reflected a lower emergency response time of 4:19 for 2022 and 2021. The response times listed in this report reflect the full data set. To lower response times, the department implemented new protocols to ensure higher priority calls were dispatched more promptly, the result of which is that the response times for January 2024 were 4:53 for emergency calls and 19:52 for non-emergency calls.

Figure 2: Response Times (as amended)



Crime and Collision Trends

Reported incidents of Part 1 crime increased in 2023 by 13% over the prior year. Violent crime increased by 12%, punctuated by three homicide incidents and an increase in rape and robberies after a much lower number of robberies reported in 2022; however, this remains lower than reported in 2021. Robberies increased from 18 to 33, moving toward the number of incidents reported prior to 2022. Reported rapes increased from 11 to 20; this increase is

attributed to an increase in cases of sexual assault involving minors. Notably, the Unified Crime Report definition of Rape is a broader definition than the California Penal Code, which could account for the increase in reported incidents. There were five incidents that met the Penal Code definition of rape in 2023 - one of the reported incidents was committed by an unknown offender and remains unsolved. Aggravated assaults were down by 47% from 53 to 36.

Table 1 highlights the Department's Part 1 crime trends from 2019-2023. The data shows that property crime increased by 13% overall, with a 43% increase in burglaries and an 88% increase in auto theft. While the increase is concerning, Pleasanton is facing similar property crime trends as other cities in the region. The department is actively addressing this rise in property crimes through directed patrols and the deployment of vehicles that have proven to act as a deterrent.

Table 1: Crime Trends

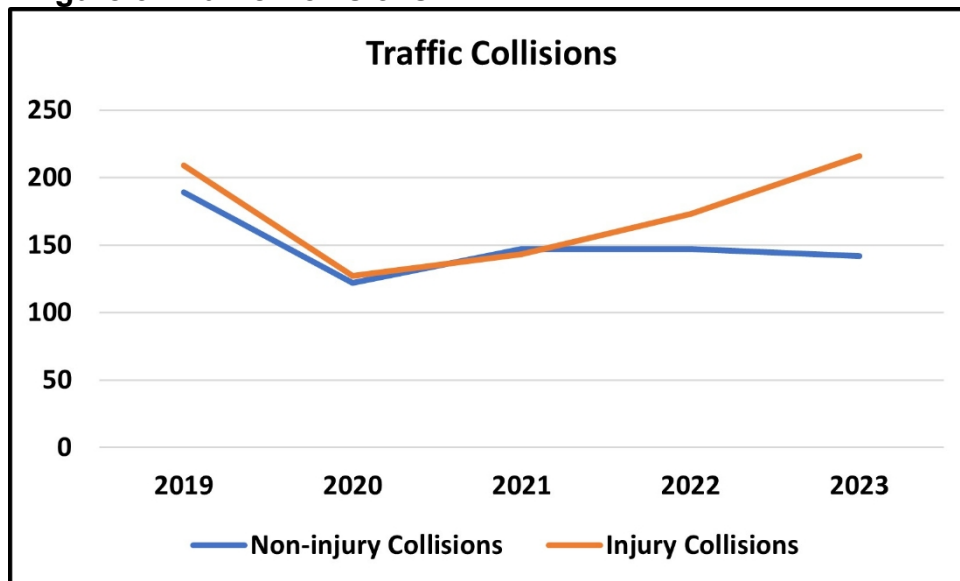
PART I CRIMES	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Homicide	0	1	0	0	3
Rape	12	11	11	11	20
Aggravated Assault	44	42	51	53	36
Robbery	56	40	49	18	33
<i>Violent Crimes</i>	<i>112</i>	<i>94</i>	<i>111</i>	<i>82</i>	<i>92</i>
Burglary	162	162	121	144	206
Larceny/Theft	1386	941	907	1078	1100
Stolen Vehicle	97	90	113	100	188
Arson	4	5	7	5	6
<i>Property Crimes</i>	<i>1636</i>	<i>1198</i>	<i>1148</i>	<i>1327</i>	<i>1500</i>
TOTAL	1580	1292	1259	1409	1592

Arrests in 2023 were similar to 2022 with 1,257 total arrests. Juvenile arrests increased from 23 in 2022 to 72 in 2023; contributing significantly to that, juvenile arrests at Stoneridge mall increased nearly five-fold from 9 in 2022 to 43 in 2023. Mirroring overall arrests, 75% of juveniles arrested are not Pleasanton residents. Qualifying police reports of juveniles arrested are referred to the diversion program managed by Horizons.

Table 2 provides data on the types and frequency of citations issued and traffic collisions. As shown in Figure 3, traffic collisions increased by 25% over the previous year and 3% above the pre-pandemic year of 2019. This increase is commensurate with the increase in vehicles on the roadways and may correlate with the temporary reassignment of the traffic unit to support patrol staffing needs. Staff anticipates the traffic unit will be partially reinstated by summer 2024 to more proactively address traffic complaints.

Table 2: Traffic Data

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Traffic Stops	13,572	6274	13048	11727	9345
Moving Citations	3,267	1512	2822	1119	874
Mechanical Citations	897	341	595	464	436
Parking Citations	1,503	674	1238	1030	1163
Courtesy Citations	948	1186	1508	948	752
TOTAL CITATIONS	3,561	3,713	6,163	3,561	3,225
Non-injury Collisions	189	122	147	147	142
Injury Collisions	209	127	143	173	216

Figure 3: Traffic Collisions

Force Options and De-escalation

In support of the department's commitment and focus on de-escalation, in 2023, the department implemented a quarterly training program using the Force Options Simulator where officers receive scenario-based training to reinforce de-escalation and crisis intervention skills. The department continues to review each incident where force is used to ensure policy adherence and also opportunities for individual or department-wide training. One area of such training was related to the display of firearms and, when feasible, ensuring that a less-lethal option was deployed when a firearm was displayed.

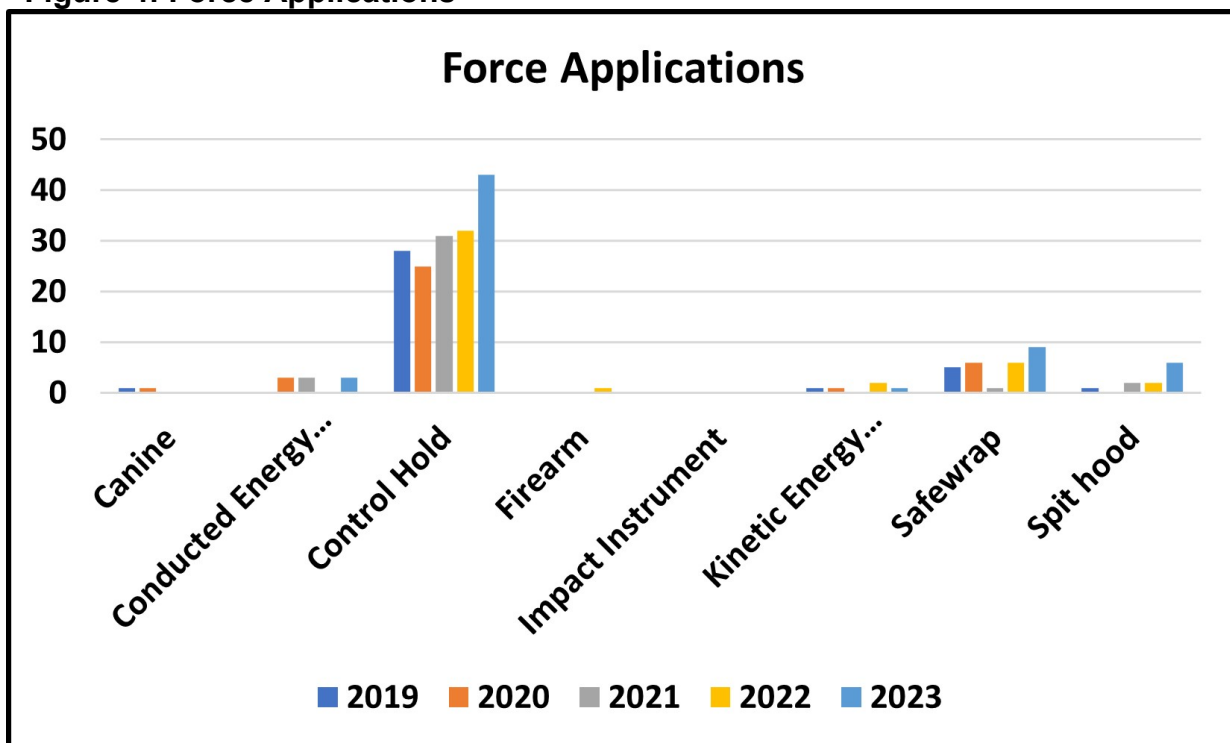
2023 data noted an increase in restraint types of force to include control holds, SafeWrap (a temporary restraining device) and spit hoods. In the three instances where the Taser (represented in the table as conducted energy device) was used, two instances were deployment of a probe and one instance was a drive-stun. The lowest level of documented force is a control hold, which is also the most frequent type of force applied. In terms of frequency of force used, 0.11% of all police contacts have a component of force used and 0.02% are greater than a control hold. Of note, the applications of force are greater than the

number of incidents where force is used, as one incident may have multiple types of force used. For example, if a SafeWrap and/or spit hood were used, control holds were also used. Table 3 and Figure 4 provide a numerical and visual summary, respectively, of incidents where varying levels of force were used by officers since 2019.

Table 3: Force Applications

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Canine	1	1	0	0	0
Conducted Energy Device	0	3	3	0	3
Control Hold	28	25	31	32	43
Firearm	0	0	0	1	0
Impact Instrument	0	0	0	0	0
Kinetic Energy Device	1	1	0	2	1
Safewrap	5	6	1	6	9
Spit hood	1	0	2	2	6
TOTAL	38	36	37	43	62

Figure 4: Force Applications



Alternate Response Unit and School Resource Officers

While not part of the reporting for 2023, in January 2024 the department reorganized and combined the School Resource Officers (SRO), the SCORE Officer, and the Alternate

Response Unit (ARU) under one supervisor in the Operations Division. Staff recognized the force-multiplier of clinicians working more closely with SROs to better serve the student community. By combining the units, staff intends to streamline communication and supervisory oversight and build synergy through the connection points between officers assigned to the schools and the ARU.

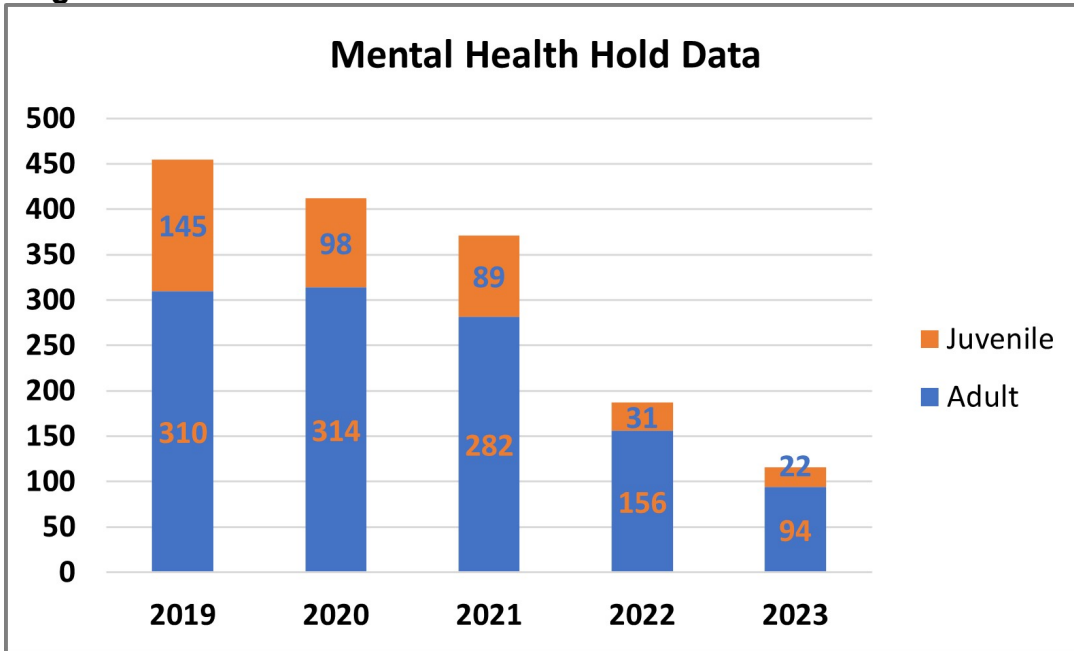
SROs respond to incidents of student and campus safety and build positive relationships with students and staff, and the Police department continues to support Pleasanton Unified School District (PUSD) with two SROs. However, one of the two assigned SROs left the department in September 2023, which created an SRO vacancy that remains today. Staff anticipates filling the SRO vacancy prior to the start of the 2024/25 school year. The data shows that juvenile arrests at schools were down from 10 in 2022 to 5 in 2023, and there were no custodial juvenile arrests on any PUSD campus in 2023. The SRO program continued outreach efforts by attending several school community events, such as the Mohr Fun Run, Hearst Walk and Roll to School, Special Olympics for elementary students, and also presented at the Village High School Career Fair. Additionally, a recently retired officer completed her reinstatement process in late March and will start teaching the SCORE program in some of the PUSD K-5 schools as a retired annuitant.

The Operations Division sets goals every year aligned with the department's strategic plan. Aligned with the goal of *Increasing Community Trust*, one goal for 2024 is to strengthen the partnership between patrol officers and personnel at each PUSD school site. Police department staff have attended several meetings and trainings with PUSD staff and will have a larger presence at each school site throughout 2024, to include intruder drills and safety presentations. And each week patrol officers visit every school site in the district; the officers are given discretion as to whether they conduct traffic enforcement, walk the campus, or interact with the students.

In July 2024, the Memorandum of Understanding between the City and the District is set to expire. Staff is working with PUSD to extend the MOU for one year while we begin negotiations intended to result in a cost-sharing agreement for SROs and school crossing guards.

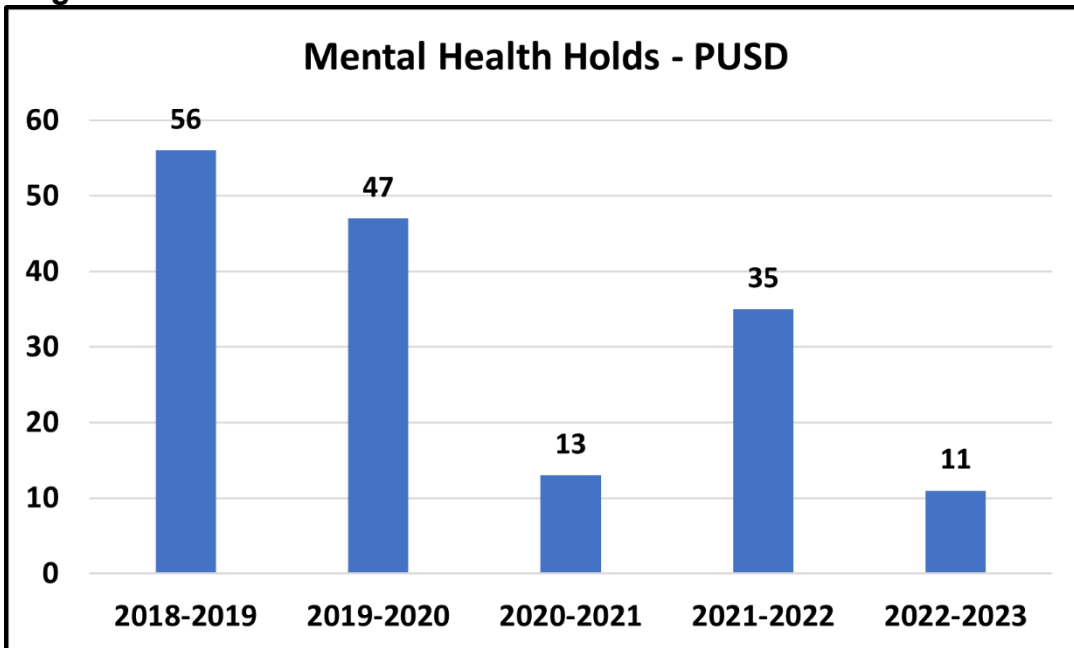
In 2023, the ARU reached full staffing as it continued to respond to calls within the schools and the community. As more people become aware of this resource, the ARU increased its follow-up efforts by bringing services to those in need. The number of mental health commitments (5150/5585 Welfare and Institutions Code) for the city was reduced to 116 in 2023 - 94 adults and 22 juveniles - as noted in Figure 5 below. This reduction is due in part to connecting the most appropriate resources as the situation requires. In 2023, the ARU diverted 362 calls from patrol officers, co-responded with a patrol on 236 calls, and made 241 proactive contacts.

Figure 5: Mental Health Holds



As shown in Figure 6 below, at PUSD schools the ARU responded to 113 calls for service, of which 41 resulted in student mental health evaluations in partnership with PUSD staff; 11 of those students evaluated were placed on 5585 W&I mental health commitments.

Figure 6: Mental Health Holds – PUSD



During 2023, the partnership with PUSD was strengthened as the two agencies determined best practices for each resource to work together to improve outcomes. For example, the ARU brings expertise through licensed clinicians to calls at school sites where the clinicians work with PUSD counselors and psychologists to determine the best outcome for the student. As a team, we create safety plans and engage services that the student may be familiar with or

engage other county services that provide the best possible outcome. Prior to these protocols, the SROs or patrol officers were the primary resource dispatched, and limited knowledge of mental health resources and training left officers with limited options, commonly resulting in an emergency psychiatric detention. While the number of holds from PUSD has decreased, as referenced earlier, the department has also reduced the overall number of juveniles placed on a mental health hold from 145 to 22 since 2019 (see Figure 5). This significant drop is a direct result of the work of the ARU and the ability to invest time needed to find the most appropriate solution instead of the most expedient.

The ARU continues to serve the city's unhoused population and found long-term permanent housing for two individuals in 2023. Several encampments were compassionately "cleaned up" and vehicles removed from various areas in the community. In January 2024, the ARU joined with City colleagues to conduct the "Point in Time" (PIT) count for the state to determine how many unhoused individuals live in Pleasanton. Staff anticipates learning the results of the PIT count in April 2024. The primary purpose of the PIT is to assist in the allocation of resources to Pleasanton by the state and county.

Over the past year, the ARU has achieved many successful outcomes, but one call exemplifies the benefit the ARU brings to the community. An individual suffering from a mental health crisis was driving erratically through the city and had caused several collisions. This individual drove to his parents' house, parked the vehicle on their front lawn, and made his way to the backyard. Officers arrived and could hear him in the backyard. However, when he realized the officers were present, he became extremely agitated and began throwing metal objects and rocks toward officers, stating he wanted the officers to hurt him. The ARU arrived on the scene, and after building rapport after several hours with him, the individual agreed to walk out of the backyard and was ultimately placed in psychiatric detention to receive needed help. This outcome is the result of the ARU team's work to engage with an individual during a highly emotional and tense time and have the call resolved safely.

The City contracts with Bonita House, a nonprofit organization in Alameda County that provides crisis mental health services, to provide the two licensed clinicians for the ARU. The contract with Bonita House expires later this year and staff is currently evaluating the structure of the program based on data from the past year, particularly to explore opportunities to restructure the partnership while maintaining the level of service in a fiscally sustainable manner.

Personnel and Hiring

In 2023, the police department conducted two internal investigations that resulted in sustained findings of policy violations. There were six community-generated complaints, none of which resulted in sustained findings of policy violations. Body-worn camera video continues to be helpful in understanding community-generated complaints and the actions of officers and community members.

As mentioned in the Fall 2022 report, staffing of sworn positions continues to be the department's greatest challenge. As of the writing of this report, there are eight vacant sworn positions and four vacant professional staff positions. Additionally, there are 10 sworn positions affected by employees on leave, five officers in the training program, and five officers in the police academy. These combined vacancies and officers in training equal 28% of the total sworn positions or a deployable strength of 72%. It is anticipated the five officers in

training will be on solo patrol by June 2024, increasing the deployable strength to 78%. The five officers in the academy will likely graduate between May and December 2024 and then start their 16-week training program.

Future Initiatives

The ONE Pleasanton Strategic Plan identifies the implementation of high-priority items from the police department's strategic plan as an action item supporting the Safeguarding Our City goal. One of the Police department's goals in its strategic plan is to *Increase Community Trust* – accomplished, in part, by increasing transparency. To that end, the police department is preparing to post public-facing dashboards on the City's website. These dashboards will serve as a resource for the community to provide point-in-time information about police services. Staff presented the idea of dashboards to the Community Advisory Board (CAB) at its March 26, 2024, meeting. After seeing the sample dashboards that included department demographics, use of force and ARU information, the CAB members felt strongly that the dashboards should provide more than data by also providing the context behind the data. Staff originally planned to include topic areas of department demographics, use of force, calls for service and ARU utilization; however, after receiving input from the CAB staff intends to also prioritize crime type and location and collision type and location.

Another future initiative includes the evaluation and planned implementation of the Active Bystandership for Law Enforcement (ABLE) Project. ABLE is a project by Georgetown Law that is designed to “prepare officers to successfully intervene to prevent harm and to create a law enforcement culture that supports intervention.” The Department is hosting a train-the-trainer course in May and intends to train all staff in the concepts in the upcoming fiscal year. Staff intends to return with an update on the implementation of this program and the dashboards at the next department update.

CONCLUSION

The Police department continues to serve the community with honor and pride, recognizing that strong community support is a byproduct of providing professional, quality service. This report provides a snapshot of the community policing strategies and operational practices employed in partnership with the community. Staff plans to return in September 2024 with the next update.

EQUITY AND SUSTAINABILITY

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

OUTREACH

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

STRATEGIC PLAN ALIGNMENT

The work of the Police Department is aligned with the completion of the department's strategic plan which is incorporated into the ONE Pleasanton goal of *Safeguarding Our City*.

FISCAL IMPACT

Receiving this report does not create an immediate impact on the City's operating budget.

Prepared by:



David Swing, Police Chief

Submitted by:



David Swing, Police Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

None