THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
City Manager

TITLE: ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO CALRECYCLE FOR SB 1383 LOCAL ASSISTANCE GRANT PROGRAM (FY 2022/23) AND RELATED AUTHORIZATIONS, AND ACCEPT GRANT FUNDS IN THE AMOUNT OF $144,587

SUMMARY

The Department of Resources Recycling and Recovery (CalRecycle) offers the SB 1383 Local Assistance Grant Program pursuant to Chapter 395, Statutes of 2016. This non-competitive grant program provides one-time funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

CalRecycle is now distributing $90,000,000 for last fiscal year's grant cycle – Fiscal Year 2022/23 – to eligible cities, counties and special districts directly responsible for solid waste collection services subject to funding availability for the one-time program. Each city is eligible to receive a $20,000 base award or an amount calculated by CalRecycle, on a per capita basis, whichever is greater; the City of Pleasanton's per capita allocation is $144,587.

RECOMMENDATION

Adopt a resolution authorizing the City Manager or designated staff to submit an application for the CalRecycle SB 1383 Local Assistance Grant Program Fiscal Year 2022/23 funding cycle and accept the allocation of $144,587 in grant funds.

FINANCIAL STATEMENT

If the application is successful, the total allocation will be $144,587 to be received in April/May 2024. A mid-year budget adjustment would be completed to allocate 4 months of the funding in the current Fiscal Year 2023/24 and the remaining funding will be budgeted to the 12 months of Fiscal Year 2024/25. The remaining10 months of Fiscal Year 2025/26, July 2025 through April 2026 would be incorporated into the next 2-year budget.

BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked with administering a one-time grant program intended to aid the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. Among efforts to reduce, recycle and reuse solid waste generated in the state, this grant program will provide funding on a per capita basis to local jurisdictions to assist with meeting regulation requirements associated with SB 1383. Funds are calculated by CalRecycle with each city eligible for a minimum of $20,000 or an amount allocated on a per capita basis, whichever is greater. The FY 2022/23 CalRecycle funding cycle commences in April 2024 and cities will have until April 1, 2026 to spend the funds.

Eligible SB1383 activities include:

- Collection
- Edible Food Recovery
- Education and Outreach
- Enforcement and Inspection
- Equipment/Bins/Containers
- Procurement Requirements
- Program Evaluation/Gap Analysis
- Record Keeping
- Staffing.

DISCUSSION

Staff proposes utilizing the grant funds to pay for a portion of the salary for the full-time management analyst position assigned to waste and recycling. This position is currently funded by special revenue funds: Import Mitigation Fund (Fund 115) and Measure D Fund (Fund 105). The Import Mitigation Fund will be fully expended by June 2024. The SB 1383 Local Assistance Grant will be used to partially fund this position's salary over the two-year period from March 2024 to April 2026.

The full-time management analyst position assigned to waste and recycling is a critical to the City's implementation of SB1383 actions, focusing on diverting organic waste from landfills and reducing methane emissions, which significantly contribute to climate change.

STRATEGIC PLAN ALIGNMENT

Approval of this application and subsequent use to support a full-time position dedicated to waste and recycling compliance advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 6 – Continue to implement priority items from the Climate Action Plan 2.0 (CAP) to lead by example in environmental sustainability. In addition it will support the City's ongoing efforts to implement and comply with various State law and regulations related to Waste and Recycling such as SB 1383, AB 1826, AB 341, AB 1201, and SB 54.

Submitted by:	Fiscal Review:	Approved by:
Becky Hopkins	Susan Hsieh	Gerry Beaudin
Assistant to the City Manager	Director of Finance	City Manager

Attachment:

1. Resolution

ATTACHMENT 1

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING SUBMITTAL OF APPLICATION TO CALRECYCLE FOR SB 1383 LOCAL ASSISTANCE GRANT PROGRAM (FY 2023/24) AND RELATED AUTHORIZATIONS, AND ACCEPT GRANT FUNDS IN THE AMOUNT OF $144,587

WHEREAS, pursuant to Public Resources Code sections 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

SECTION 1: Authorizes submittal of an application to CalRecycle for any and all payment programs offered.

SECTION 2: That the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

SECTION 3: That this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023, by the following vote:

Ayes: Councilmembers
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
City Manager

TITLE: HOLD A PUBLIC HEARING AND ADOPT A RESOLUTION LEVYING THE DOWNTOWN PLEASANTON BUSINESS IMPROVEMENT DISTRICT ASSESSMENT FOR 2024

SUMMARY

The Downtown Pleasanton Business Improvement District (BID) assessment is collected annually as part of a three-step process described under State law. The City Council approved the first step on September 5, 2023, appointing a Downtown Pleasanton BID advisory board to prepare an annual report describing the programs and activities of the BID and budget. The City Council completed the second step on October 3, 2023, by adopting a resolution accepting and approving the 2023 Annual Report and 2024 Budget and declaring the intent to levy the annual assessment for 2024. The Council is now asked to complete the third and final step by holding a public hearing and considering adoption of a resolution levying the Downtown Pleasanton Business Improvement District assessment for 2024. This will levy funds to be used by the Pleasanton Downtown Association (PDA), as the manager of the Downtown Pleasanton BID, to conduct promotions, programs and activities that benefit downtown Pleasanton.

RECOMMENDATION

Hold a public hearing and adopt a resolution levying the Downtown Pleasanton Business Improvement District assessment for 2024.

FINANCIAL STATEMENT

The current agreement between the PDA and the City provides for the City to match the annual assessments paid by businesses in the BID. In 2023, the City match from the General Fund is estimated to be approximately $80,000 which is included in the City's current Fiscal Year 2023/24 budget.

BACKGROUND

The PDA serves as the manager of the Downtown Pleasanton BID. At the November 19, 2019, City Council meeting, the City Council approved a renewal of the agreement between the City and the PDA under which the City contributes funds to match the annual BID assessment revenue. These City funds are remitted to the PDA and used to conduct promotions, programs and activities that benefit downtown Pleasanton. As the agreement expires on December 31, 2024, City staff will begin working with the PDA on the development of the next agreement in early 2024 to ensure updated terms reflect the current needs of downtown businesses and the City; the agreement will be formally considered for approval by the PDA Board of Directors and the City Council.

The assessment formula is based on the annual business license payment and is calculated as follows:

- businesses located curbside and downstairs on Main Street are assessed at two times (2X) their business license;
- businesses with a Main Street address located upstairs, or not curbside, are assessed at a rate of one and a half times (1½X) their business license;
- all other businesses (those located off Main Street) pay an amount equal to one times (1X) their business license.

The minimum assessment is $50 and the maximum is $350. Non-profit businesses within the district are not assessed. For 2024, there are no proposed boundary changes or proposed changes in the method of levying the assessment.

The Downtown Pleasanton BID annual assessment revenue in 2024 is provisionally projected by City staff to be approximately $80,000. Under the current agreement between the PDA and the City, the City will match the annual BID assessment, estimated at an additional $80,000. This combined $160,000 is projected to account for approximately 34 percent of the PDA's total 2024 funding sources. The PDA provided a provisional budget including events planned during the year, which are projected to generate approximately 55 percent of the total 2024 revenue for the PDA. Corporate sponsorships, farmers market, and other miscellaneous revenues account for the remaining 11 percent of the 2024 funding sources.

DISCUSSION

Per Chapter 3, Section 36530 of the Parking and Business Improvement Area Law of 1989, the City Council must complete the following three steps to levy the annual assessment for the Downtown Pleasanton BID:

1. Appoint an advisory board to prepare the annual budget with a report describing the programs and activities of the downtown business improvement district and the related funding sources (completed on September 9, 2023);
2. Accept the annual report and budget and set a public hearing to levy the assessments (completed on October 5, 2023); and
3. Open and close a public hearing and adopt by resolution the assessments (to be completed on November 7, 2023).

As the first two steps in the process have been completed, the City Council is now asked to hold a public hearing to hear any protest to the levy of the Downtown Pleasanton Business Improvement District assessment for 2024. The City Council is then asked to consider adoption of a resolution levying the Downtown Pleasanton Business Improvement District assessment for 2024 (Attachment 1).

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs* (Livability and Community Development), Strategy 4 – Implement the updated 2024-2028 Economic Development Strategic Plan initiatives, which includes ensuring the vibrancy of Pleasanton's downtown.

Submitted by:	Fiscal Review:	Approved by:
Lisa Adamos	Susan Hsieh	Gerry Beaudin
Economic Development Manager	Director of Finance	City Manager

Attachment:

1. Resolution Levying the 2024 Annual Assessment for the Downtown Pleasanton Business Improvement District

Attachment 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON, LEVYING THE 2024 ANNUAL ASSESSMENT FOR THE DOWNTOWN PLEASANTON BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City of Pleasanton has heretofore established a Pleasanton Downtown Business Improvement District, the purposes and boundaries of which are set forth in Chapter 5.28, Pleasanton Municipal Code; and

WHEREAS, the City of Pleasanton has heretofore appointed an Advisory Board for the Pleasanton Downtown Business Improvement District; and

WHEREAS, said Advisory Board has prepared an annual report and budget in accordance with the statutory requirements of the Streets and Highways Code, §36534; and

WHEREAS, the City Council at its meeting on October 3, 2023, accepted and approved the 2023 Annual Report and 2024 Budget of the Downtown Pleasanton Business Improvement District, in accordance with the Streets and Highways Code, §36533; and

WHEREAS, a duly noticed public hearing, as provided in §36534 of the Streets and Highways Code was held before the City Council on November 7, 2023, to consider the levy of the proposed annual assessment; and

WHEREAS, there were _____ protests regarding the proposed assessment.

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

SECTION 1: The City Council hereby levies the 2024 annual assessment for the Downtown Pleasanton Business Improvement District.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November, 2023 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
City Attorney
City Manager

TITLE: INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 6.28 OF THE MUNICIPAL CODE REGARDING CONSOLIDATION OF NEWSRACKS LOCATED IN THE PLEASANTON DOWNTOWN AREA

SUMMARY

Currently, there are five freestanding newsracks located along Main Street in the Pleasanton downtown area, located at 201 Main Street, 300 Main Street, 624 Main Street, 855 Main Street, and 900 Main Street. For each of these, the City owns the newsrack, while individual media companies own, manage and service the compartment that is inserted into the newsrack. Over the many years the newsracks have been in place, these compartments have not been maintained or kept in good repair by the servicer, leaving them riddled with clutter, debris, dust, and broken windows. To address this, staff is recommending the City Council adopt an ordinance consolidating newsracks in the downtown area into three City-owned newsracks to be located at 201 Main Street, 624 Main Street and 400 Old Bernal Avenue, on property owned by the City.

RECOMMENDATION

Introduce and waive first reading of an ordinance amending chapter 6.28 of the Municipal Code regarding consolidation of newsracks located in the Pleasanton downtown area.

FINANCIAL STATEMENT

The purchase of three new newsracks is estimated to be approximately $16,000; this would be allocated from the Downtown Beautification Fund. The cost of demolishing the existing newsracks, installation of the new newsracks, and clean up and restoration of the ground removal will be absorbed by the Public Works Department's fiscal year budget. As well, routine cleaning and upkeep of the new newsracks will be incorporated into the City's regular downtown maintenance activities.

BACKGROUND

Newsracks on public sidewalks are a means of distributing speech that cannot be wholly prohibited under the First Amendment. However, cities may impose reasonable restrictions on the time, place or manner of the placement of newsracks. The City's existing newsrack ordinance (Chapter 6.28 of the Municipal Code, provided in Attachment 1) regulates privately-owned newsracks citywide, including governing the permissible types and placement of newsracks.

There are currently five freestanding newsracks located along Main Street in the Pleasanton downtown area, located at 201 Main Street, 300 Main Street, 624 Main Street, 855 Main Street, and 900 Main Street. For each of these, the City owns the newsrack, while individual media companies own, manage and service the individual newsrack compartments that are inserted into the newsrack. With technology changing the manner in which people read the news, or advertise for events or services, the five existing newsracks in the downtown area are no longer in full use, and the compartments have not been maintained or kept in good repair by the media owner/servicer, leaving them riddled with clutter, debris, dust, and broken windows. Photos of the condition of these newsracks with the compartments are provided below.

201 Main Street

300 Main Street

624 Main Street

855 Main Street

900 Main Street

DISCUSSION

A consolidation of newsracks in the downtown area is intended to enable more public sidewalk space in the downtown area to ensure a clear and accessible path of travel, enhance the pedestrian-friendly atmosphere, and improve the appearance and maintenance of the newsracks and the individual compartments.

To address this, staff is recommending the City Council adopt an ordinance consolidating newsracks in the downtown which is defined as the boundary of the Downtown Pleasanton Business Improvement District area. Under the proposed ordinance, any entity that distributes publications in the downtown area will be required to utilize City-owned newsracks to be located at 855 Main Street, 624 Main Street, and 400 Old Bernal Avenue for such distribution. These three locations place the newsracks on property owned by the City.

The research conducted by staff regarding the purchase of newsracks revealed a significant decline in the market for newsrack structures. Notably, the vendor initially selected informed staff of its discontinuation of operations, such that it is unable to fulfill newsrack orders; however, it referred staff to another vendor. Staff has ascertained that newsracks are still available for purchase, but they will be provided in a style similar to the structure depicted in the image below.To ensure the newsracks harmonize with the downtown streetscape, they will be painted in the same 'Pleasanton green' color as other fixtures in the downtown area, such as bicycle racks and light poles. The lead time for the delivery of these newsracks, once they are purchased, is estimated to be approximately six weeks.

Proposed newsrack

The City will be responsible for installing the newsracks in the downtown area, and for routine cleaning and upkeep of the new newsracks as part of the City's regular downtown maintenance activities. Media owners/servicers will apply to use a space in the newsrack(s), choosing whether their compartment will allow for free distribution or require payment with a coin-operated compartment. The City will provide the compartments for free distribution as part of the newsrack, while any coin-operated compartments will need to be purchased and operated by the media owner/servicer. Accordingly, the proposed ordinance amendments also directs the City Manager to approve and implement an administrative policy regarding the application process for using the City-owned newsracks.

The City provided notice of the proposed consolidation to the owners of existing newsrack compartments in the downtown area. Responses to initial staff outreach and a formal notification letter indicate that four media companies – *Embarcadero Media/Pleasanton Weekly*, *Independent News*, *Circulation Management, Inc.*, and *Bay Area News Group/East Bay Times* – are interested in having a compartment in the new newsracks. Additionally, staff provided notice of the proposed consolidation to the Pleasanton Downtown Association. The PDA acknowledged the newsrack consolidation addresses a long-standing maintenance issue and is not opposed to the change, while also offering its interest in continuing to enhance the downtown streetscape such as with more benches/seating that would encourage downtown patrons to fully enjoy the downtown area.

For newsracks located outside of the downtown area, the provisions of the existing newsrack ordinance (chapter 6.28 of the municipal code) will continue to apply. Specifically, the ordinance notes that newsracks will be maintained "in a neat and clean condition and in good repair at all times", and further that newsracks "that have been damaged or stolen shall be replaced or repaired as soon as is practical, unless the

permit holder wishes to abandon the location, in which event the permit holder shall promptly remove its newsrack or compartment, as the case may be…When use of any newsrack is permanently discontinued, it shall be removed and the location restored to its previous condition, normal wear and tear excepted." Concurrent with the consolidation in the downtown area, staff will initiate contact with the owners/servicers of newsracks toward enforcing the requirements outlined in the municipal code.

The proposed ordinance qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) as Class 1 – Existing Facility.[1] This CEQA exemption applies to the "restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety." The proposal to consolidate newsracks in the downtown area is a restoration or rehabilitation of existing newsracks that are already permitted in the downtown area.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs,* Strategy 4– Implement the updated 2024-2028 Economic Development Strategic Plan initiatives, including retail revitalization, ensuring the vibrancy of Pleasanton's downtown, business retention and expansion, and workforce development.

Submitted by:		Fiscal Review:	Approved by:
Pamela Ott Assistant City Manager	Wes Cheung Deputy City Attorney	Susan Hsieh Finance Director	Gerry Beaudin City Manager

Attachment:

1. Proposed ordinance

[1] See Title 14 Cal. Code of Regulations §15301.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING CHAPTER 6.28 OF THE MUNICIPAL CODE REGARDING CONSOLIDATION OF NEWSRACKS LOCATED IN THE DOWNTOWN AREA

WHEREAS, with technology changing the manner in which people read the news, learn about apartments for rent, or advertise for events or services, the five existing newsracks in the downtown area are no longer in full use; and

WHEREAS, a consolidation of downtown newsracks, and delegation of authority to the City Manager to adopt and implement an administrative newsrack policy for the downtown area, will enable more public sidewalk space in the downtown area to be re-purposed for community and public use, enhance the pedestrian-friendly atmosphere, and improve the appearance and maintenance of the remaining newsracks.

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. Chapter 6.28 NEWSRACKS is hereby amended as set forth in the attached Exhibit A.

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 the 7th day of November, 2023 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

6.28 Newsracks

Article I. Generally

6.28.010 findings—purpose.

The city council finds and declares that:

a. There is a substantial governmental interest in promoting the public health, safety, welfare and convenience by ensuring that persons may reasonably use the public streets, sidewalks, rights-of-way, and other public property without interference with such use.

b. Public streets and sidewalks are public forums and their reasonable use in distributing and circulating newspapers by means of newsracks is not only a constitutionally protected right but serves a significant purpose in providing access to news for citizens of the city.

c. The reasonable use of newsracks within the public rights-of-way and other public property can be accomplished without interfering with the normal and reasonable use of these areas by the public, all while still providing ample access to the news.

d. The public health, safety, welfare and convenience require that:

1. Unreasonable interference with motorist or pedestrian traffic be avoided;

2. Obstruction of views of traffic signs and street-crossing pedestrians be eliminated;

3. Damage done to sidewalks or streets be minimized and repaired;

4. The good appearance of the public streets and grounds be maintained;

5. Trees and other landscaping be allowed to grow without disturbance;

6. Access to emergency and other public facilities be maintained; and

7. Ingress and egress from properties adjoining the public rights-of-way be maintained.

e. The regulation of newsracks as set forth in this chapter provides the least intrusive and burdensome means for ensuring the purposes stated in this section are carried out while still providing ample opportunities for the distribution of news to the citizens of the city via newsracks located within public rights-of-way and public property.

f. With fewer printed newspapers, free magazines, and advertisements, it is appropriate to consolidate newsracks in the downtown.

6.20.020 definitions.

For purposes of this chapter the following words and phrases shall have meanings as follows:

a. "Downtown" means that area of the city designated as the Business Improvement District.

b. "Newsrack" means any self-service, coin-operated or credit card-activated box, container, storage unit, kiosk, or other dispenser installed, used or maintained for the sale or distribution of publications.

c. "Publications" means any newspapers, news periodicals, magazines, or other news or informational/advertising publications.

Article II. Newsracks in downtown

6.20.0230 Newsracks in downtown

a. No privately owned newsracks shall be allowed in downtown.

b. Any entity that distributes publications in downtown shall only utilize City-owned newsracks located at 855 Main Street and 300 Main Street and 400 Old Bernal Avenue for such distribution.

c. The city manager shall approve and implement an administrative policy regarding the use of City-owned newsracks in downtown. Any entity that distributes publications in downtown is subject to the application requirements and other provisions of this policy.

Article III. Newsracks in other areas of the city

6.28.040 Application.

This article applies to all areas of the city except downtown.

6.28.0250 Encroachment permit—required.

Prior to installation of any newsrack or similar dispenser on public property, within the public right-of-way of any street, or within any public easement adjacent to any street, the person or persons responsible for such installation, use and/or maintenance shall apply for and secure an encroachment permit as provided in chapter 13.04 of this code, except, however, no fees or bonds shall be required. No encroachment permit shall be issued except in conformance with this chapter. Any person may establish a single master encroachment permit covering any number or all of his or her newsracks within the city.

6.28.0630 Encroachment permit—application.

The encroachment permit application shall state the name(s) and address(es) of those responsible for installation, use and maintenance of the newsrack(s) subject to the permit, and shall describe with particularity the location(s) proposed for installation. The application shall be approved and an encroachment permit issued within 10 calendar days if the type of newsrack and the location(s) proposed meet the standards set forth in this chapter. If some, but not all, of the proposed locations conform to the standards for newsrack placement, the application shall be approved and an encroachment permit issued for those locations conforming to the standards.

6.28.0740 Encroachment permit—appeal.

If an application is disapproved, in whole or in part, the community development director shall notify the applicant(s) promptly, explaining fully the reasons for denial of an encroachment permit. The applicant(s) shall have 15 days following receipt of such notice to appeal the denial to the ~~city council~~city manager.

6.28.0850 Encroachment permit—amendment.

A person securing an encroachment permit may install and maintain additional newsracks by an amendment to the permit originally granted to that person. The rules and procedures of sections 6.28.020 through this section shall also apply to the review and approval of any such amendment.

6.28.0960 Permissible types of newsracks.

a. Multiunit configurations. Newsracks in a multiunit configuration standard in trade use permanently affixed to the ground in a manner conforming to a standard detail for permanent installation of newsracks as established by the community development director shall be required or permitted as follows:

~~1. Historical business district. In recognition of the unique architectural features and basic heritage theme of the area bounded by the westerly right-of-way line of peters street on the west, first street on the east, the western pacific railroad track on the north and bernal avenue on the south, which in this chapter shall be designated the historical business district (hbd), all newsracks located within the hbd shall be of a multiunit configuration.~~

~~2. Areas outside the hbd. Multiunit configurations shall be permitted in areas outside the hbd but are not required.~~

b. Single-unit configuration. Any single newsrack of standard design commonly in trade use may be either movable or permanently affixed to the ground in the following circumstances:

~~1. Notwithstanding subsection a of this section, in any single location in the hbd for a period of 60 days in order to determine the suitability of long-term newsrack locations;~~

21. ~~In any location outside the hbd.~~ Single-unit newsracks shall not be chained, bolted or otherwise attached to any property not owned by the owner of the newsrack without the consent of the owner of the property. Single-unit newsracks shall not be chained, bolted or otherwise attached to any tree, shrub or other plant nor situated upon any landscaped area.

c. Permissible height and arrangement. The height of any newsrack shall be no greater than five feet measured from the ground to the top surface of the newsrack.

The compartments of multiunit newsracks shall be placed in such a manner as to utilize no more than two horizontal rows of six compartments per row.

6.28.1007~~0~~0 standards for newsrack placement ~~in historical business district~~.

No newsrack shall be installed, used or maintained in any location upon public property, within rights-of-way, or within public easements adjacent to streets ~~in the hbd~~ where such installation, use or maintenance endangers the safety of persons or property, or interferes with public utility, public transportation, or other government use, or unreasonably interferes with or impedes the flow of pedestrian, bicyclist, or vehicular traffic, the ingress into or egress from any residence, place of business, or any legally parked or stopped vehicle, or the use of traffic signs or signals, hydrants or mailboxes. Except as allowed pursuant to section 6.28.080, the following general standards shall apply:

a. When a sidewalk is contiguous to a street curb, newsracks shall be placed on the side of the sidewalk away from the curb so that the back edge of the newsrack is not farther than six inches from the edge of the sidewalk.

b. When a sidewalk is separated from a street by a planter strip, newsracks may be placed on either side of the sidewalk so that the back edge of the newsrack is no farther than six inches from the edge of the sidewalk; newsracks may not be placed adjacent to the curb.

c. When a newsrack is placed adjacent to the wall of any building, the newsrack shall be placed with its long axis parallel to the building and with the back edge of the newsrack at least six inches away from the building.

d. Clear space for pedestrian/bicycle passage shall be maintained as follows:

1. Sidewalks of more than eight feet in width, at least six feet clear space;

2. Bicycle-pedestrian paths, at least eight feet clear space;

3. Sidewalks of less than eight feet in width, at least three feet clear space.

e. No newsrack shall be installed, used or maintained within the following distances, measured parallel to the street unless otherwise indicated, from the following:

1. Within three feet of any marked crosswalk;

2. Within the area adjacent to the curb return of any intersection with unmarked crosswalks;

3. Within three feet of any unmarked crosswalk at a "t" intersection;

4. Within a five-foot radius of any fire hydrant, fire call box, or other emergency facility;

5. Within three feet of any driveway, entrance to a building, or sidewalk leading to the entrance of a building;

6. In front of, or so situated so as to impede access to, any bus bench or shelter;

7. Within three feet of any no-parking or no-stopping zone, unless the newsrack is located on the side of the sidewalk farthest from the street.

6.28.110~~080~~ Modification of placement standards.

The community development director may waive or modify the standards for newsrack placement contained in this chapter upon a showing of good cause and upon his or her determination that placing a newsrack at the location requiring the modification would not endanger the public health or safety. Notice of any modification approved by the community development director shall be given to the city council who may choose to review his or her decision. No modification or waiver shall be effective until one day following the city council meeting after notice of the modification or waiver has been made. Should the city council wish to review the matter, no modification or waiver shall be effective until the city council has acted.

6.28.120~~090~~ Maintenance required.

Each newsrack shall be maintained in a neat and clean condition and in good repair at all times.

6.28.130~~00~~ repair of damaged newsracks—removal upon discontinuance.

Newsracks that have been damaged or stolen shall be replaced or repaired as soon as is practical, unless the permit holder wishes to abandon the location, in which event the permit holder shall promptly remove its newsrack or compartment, as the case may be. When use of any newsrack is permanently discontinued, it shall be removed and the location restored to its previous condition, normal wear and tear excepted.

6.28.14010 advertising.

No newsrack shall be used for advertising signs or publicity purposes other than one concerned with the display, sale or distribution of the newspaper distributed from it.

6.28.15020 identification.

Every person maintaining a newsrack under the terms of this chapter shall have his or her name, address, and telephone number and email address affixed to it in a place where such information will be readily visible.

6.28.16030 abatement of violation.

a. Removal sanctioned. A newsrack installed or maintained in violation of this chapter may be seized and removed by a public officer of the city or his or her designee if it is impractical for the public officer to remedy the violation by moving the newsrack to another point on the sidewalk or public right-of-way.

b. Notification prior to removal. Before any newsrack is seized, the person responsible for its installation and maintenance shall be notified and given five days to remedy the violation or request a hearing before the community development director to contest seizure. Notice shall be given in writing and sent to the address stated on the newsrack encroachment permit application or the newsrack and an additional notice tag shall be affixed to the newsrack on the date of notice. The latter notice shall be sufficient when no identification is shown on the newsrack and no permit has been issued. If the person responsible for the newsrack does not respond to the City's notice within 10 days of such notice, the newsrack will be considered to be abandoned and will be removed.

c. Hearing may be required. A person notified under subsection b of this section may request a hearing before the community development director by making a written request to the office of the director. The hearing shall be informal, but oral and written evidence may be given by both sides. Any action by the city with respect to the alleged violation shall be stayed pending the director's decision following the hearing.

d. Seizure and retention of newsracks. The time period requiring remedy of a violation having run, or any appeal having been lost, the city may seize and remove the

newsrack in violation of this chapter. The responsible party shall be notified of the seizure. Seized newsracks shall be retained by the city and may be recovered by the responsible party within 30 days from their seizure upon payment of the costs incurred by the city for seizure and removal.

e. Seizure without notice if imminent danger. Notwithstanding the provisions of subsection b of this section, prior notice of seizure is not required where the newsrack poses an immediate danger to pedestrians or vehicles, provided notice of the seizure and an opportunity to contest is given to the person responsible for the seized newsrack within five days after the seizure.

f. Removal of abandoned newsracks. Abandoned newsracks may be removed by a public officer or his or her designee and may be disposed of if it is not claimed by the responsible party within 30 days. Newsracks remaining empty for 30 days or not claimed within 30 days of seizure shall be deemed abandoned, except that a newsrack remaining empty due to labor strike or any temporary interruption of distribution or publication by the newspaper sold from that newsrack shall not be deemed abandoned.

6.28.17040 liability insurance.

Each person, prior to the granting of an encroachment permit under this chapter, shall furnish to the city a certificate showing that such person has then in force public liability and property damage insurance, naming the city as an additional insured, in an amount and in a form approved by the city attorneynot less than $100,000.00 minimum liability combined single limit (bodily injury and property damage) per person and per occurrence. The permit holder shall provide and keep in force that policy of public liability insurance during such time as it continues to locate any newsrack under the terms of this chapter. The evidence of insurance filed with the city shall include a statement by the insurance carrier that 30 days' notice will be given to the city before any cancellation.

6.28.18050 indemnification.

Every person operating or maintaining a newsrack upon or within the public property, rights-of-way or public easements adjacent to streets of the city shall agree, prior to the granting of an encroachment permit, to indemnify and hold harmless the city, its officers and employees, from any loss, liability, damage, or cost sustained by any person or property, arising from the installation, operation or use of such newsrack; provided, however, that such obligation to indemnify and hold harmless the city, its officers and employees, shall not extend to any loss, liability, damage or cost resulting from the acts or property of another.

CITY OF PLEASANTON
CITY COUNCIL MEETING MINUTES
September 19, 2023

CLOSED SESSION

CALL TO ORDER

Mayor Brown called the meeting to order at the hour of 5:30 p.m. from the City Manager Conference Room located at 123 Main Street.

ROLL CALL

Present: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown
Absent: None

Councilmember Testa arrived at 5:37 p.m.

PUBLIC COMMENT

Mayor Brown opened public comment. The following individuals provided comment: Matt Maciel.

ADJOURN TO CLOSED SESSION pursuant to Government Code section 54957(a):

1. **CONFERENCE WITH LABOR NEGOTIATORS** per Gov't Code §54957.6:
   Agency designated representatives: Veronica Thomas, Director of Human Resources and Labor Negotiations; and Xaviera Scoggins, Human Resources Manager
   Unrepresented employee: City Manager

ADJOURNMENT

The meeting adjourned at 6:35 p.m.

SPECIAL MEETING

CALL TO ORDER

Mayor Brown called the special meeting of the City Council to order at the hour of 7:00 p.m. from the Operations Services Center in the Remillard Conference Room located at 3333 Busch Road.

Councilmember Balch provided opening remarks.

ROLL CALL

Present: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown
Absent: None

REPORT ON CLOSED SESSION

City Attorney Dan Sodergren stated there was no reportable action.

AGENDA AMENDMENTS

City Manager Beaudin continued item 6 to a future meeting.

CONSENT CALENDAR

City Manager

1. Approve meeting minutes of August 15, August 24, and August 29, 2023

   Recommendation: Approve the minutes of August 15, August 24, and August 29, 2023.

Community Development

2. Actions of the Zoning Administrator and Planning Commission

   Recommendation: Approve the actions of the Zoning Administrator and Planning Commission.

3. **Public Hearing** - Adopt a resolution readopting the 2023-2031 (6th Cycle) Housing Element as certified by the California Department of Housing and Community Development

   Recommendation: Waive the full reading and adopt **Resolution No. 23-1414** readopting the 2023-2031 (6th Cycle) Housing Element as certified by the California Department of Housing and Community Development

4. Approve a second amendment to the professional services agreement with First Carbon Solutions, extending the term and augmenting the scope and compensation by $84,578 for additional required environmental review, for a revised not-to-exceed total contract amount of $346,594 and approve a new reimbursement agreement with Ponderosa for these services in a commensurate amount, related to the proposal of 30 single-family detached homes, associated improvements, and land dedication on the Lester and Ponderosa Properties

   Recommendation:
   1. Authorize the City Manager to execute a second amendment to the PSA with FCS, updating the scope of work, extending the term, and adding compensation in the amount of $84,578, for a revised total not-to-exceed contract amount of $346,594 (including the $28,976 contingency) for continued services related to the EIR preparation, subject to minor modifications approved by the City Manager and City Attorney.
   2. Authorize the City Manager to execute a new Reimbursement Agreement with Ponderosa Homes for reimbursement of all costs associated with the PSA with FCS, subject to minor modifications approved by the City Manager and City Attorney.

5. Approve the funding agreement with the Tri-Valley Transportation Council related to accepting Tri-Valley Transportation Development funds in the amount of $2,650,000 and amend the professional services agreement with AECOM Technical Services adding additional services for the next phase of design in the amount of $4,340,332 for a new total contract amount not to exceed $6,062,156 for the Sunol Interchange Improvement Project, (CIP No. 15551)

   Recommendation:
   1. Approve and authorize the City Manager to execute a funding agreement between the City of Pleasanton and the Tri-Valley Transportation Council for $2,650,000 in Tri-Valley Transportation Development Fee (TVTDF) funds for the Sunol Interchange Modification (Project C-6)/(CIP No. 15551).

2. Approve and authorize the City Manager to execute the Third Amendment to the Design Professional Services Agreement between the City of Pleasanton and AECOM Technical Services, Inc., to include an additional $4,340,332 in design services for a new total contract amount of $6,062,156.

6. **Continued to future meeting: Public Hearing** - Introduce and waive first reading of an ordinance approving an application to establish development standards for an existing single-family residence located at 2207 Martin Avenue (PUD-148)

Finance

7. Accept the Monthly Disbursements and Investment Report for July 2023

   Recommendation: Accept the Monthly Disbursements and Investment Report for July 2023.

Public Works

8. Approve the fourth amendment to agreement for as-needed electrical services with Harvey Electric by increasing the not-to-exceed amount by $400,000 for fiscal year 2023/24 for a total cumulative not-to-exceed amount of $1,500,000 over a five-year term

   Recommendation: Authorize the City Manager to amend the as-needed agreement with Harvey Electric by increasing the not-to-exceed amount to $400,000 for FY 2023/24 (to June 30, 2024), which increases the total cumulative not-to-exceed amount to $1,500,000 over five years.

MOTION: It was m/s by Balch/Nibert to approve the consent calendar as recommended except for item 6 which was removed from consent calendar. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown
Noes: None
Absent: None

MEETING OPEN TO THE PUBLIC

9. Presentation of a commendation to the Bernardi Family for winning the National Bocce Championship

   Councilmember Balch presented the commendation to the Bernardi Family.

10. Presentation of a Proclamation declaring September 17-23 as Constitution Week

    Councilmember Balch presented the proclamation to Sue DeLeeuw from the Daughters of the American Revolution organization.

11. Public Comment regarding items not listed on the agenda

    Mayor Brown opened public comment. The following individuals provided comment: Pat O'Brian, Marti Sutton, and Donna Cabanne.

    Mayor Brown closed public comment.

PUBLIC HEARINGS AND OTHER MATTERS

12. Introduction of proposed Memorandum of Understanding between the City of Pleasanton and the Pleasanton Police Officers' Association for a three-year term ending May 31, 2026

    Recommendation: Provide comment regarding the key elements of the tentative agreement negotiated between the Pleasanton Police Officers' Association and the City of Pleasanton.

    City Manager Beaudin introduced the item and staff. Tim Davis with Burke Williams & Sorensen presented the item and responded to questions.

    Mayor Brown opened public comment. The following individual provided comment: Brian Jewell.

    Mayor Brown closed public comment.

13. **Public Hearing –** Adopt resolutions to amend the Master Fee Schedule for water and sewer rates effective November 1, 2023, and January 1, 2024 for sewer and water rates, respectively

    Recommendation: Accept the 80 validated protests to the rate changes received as of the close of business on September 8 (the date of the drafting of the report) as well as any additional protests received through the public hearing on September 19, 2023. If the City does not receive written protests to the rate changes from more than 50 percent of the affected customers, staff recommends the City Council waive the full reading and adopt resolutions for the proposed changes in the Master Fee Schedule to be effective November 1, 2023, and January 1, 2024, for both water and sewer rates.

    City Manager Beaudin introduced the item and staff. Norm Dorais, Interim Public Works Director, Tamara Baptista, Assistant Director of Public Works, and Brian Bass with Raftelis Financial Consultants presented the item and answered questions.

    Mayor Brown opened the public hearing to receive comments. The following individuals provided comment: Charles Abney, Lon, Sanjay Kamat, Vicki LaBarge, Deseree Ralph, Jim McEnerney, Stephen Wallace, Vasudha Gadre by Sanjay Kamat, Jon Krueger, and Linda Kelly.

    Mayor Brown reported at 9:09 p.m. that Councilmember Testa left the meeting due to family emergency and would not be returning to the meeting.

    Mayor Brown called for a recess at 9:53 p.m. The meeting reconvened at 10:04 p.m.

    The Mayor resumed the public hearing. The following individuals provided comment: Art Gwerder, Larry Gossett, Arne Olson, Rosalind Rondas, Mike Chen, Kelly Ceglio, Deepak, Ganesh, Billie Otis, Dean Wallace, Bart Hughes, and Faiza Amer.

    Mayor Brown closed the public hearing.

    Mayor Brown called for a recess at 10:45 p.m. to verify tabulation of submitted written protests. The meeting reconvened at 10:52 p.m.

    Norm Dorais, Interim Public Works Director, reported that 202 written protests were received by the close of the public hearing.

MOTION: It was m/s by Balch/Arkin to continue the item for Council deliberation and final action at the November 7, 2023, City Council meeting. Motion passed by the following vote:

Ayes: Councilmembers Arkin, Balch, Nibert, Mayor Brown
Noes: None
Absent: Councilmember Testa

14. Receive update on Water Supply Alternatives study and preliminary results indicating two new wells as the preferred water supply alternative project

Recommendation: Receive an update on the Water Supply Alternatives Study and preliminary results indicating two new wells as the selected water supply alternative project.

City Manager Beaudin introduced the item and staff. Norm Dorais Interim Public Works Director, and Jenny Gain, San Francisco Bay Area One Water Regional Leader and Managing Engineer with Brown and Caldwell, presented the item.

The City Council received the update and provided feedback.

MATTERS INITIATED BY COUNCIL – None.

COUNCIL REPORTS

Councilmembers reported on regional and local agency meetings attended.

ADJOURNMENT

Mayor Brown adjourned the special meeting at 12:10 a.m.

_____
Jocelyn Kwong, City Clerk

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Community Development

TITLE: ACTIONS OF THE ZONING ADMINISTRATOR AND PLANNING COMMISSION

P23-0727, Patricia Ruvalcaba
Application for Administrative Design Review to construct an approximately 400-square-foot, single-story addition to the rear of the existing residence located at 286 Kottinger Drive.

Project Information:
Existing floor area: 1,696 square feet
Total floor area with addition: 2,097 square feet
Lot size: 7,440 square feet
Existing floor area ratio: 22.80 percent
Total floor area ratio with addition: 28.19 percent

Approved. (*13 days*)

P23-0732, David Ford
Application for Sign Design Review approval to install four new halo-illuminated, wall-mounted signs on the North (front), West (side), East (side), and South (rear) elevations of an existing commercial building located at 7139 Koll Center Parkway.

Approved. (*11 days*)

P23-0731, Victor Ruesga
Application for Administrative Design Review to construct a detached patio cover with an approximate height of 13'4" in the rear of the residence located at 1350 Benedict Court.

Approved. (*14 days*)

P23-0756, Mike Carey
Application for Administrative Design Review to repair/replace the existing shake/composition shingle roof to a composition shingle roof on an existing home (historic resource) located at 621 St. Mary Street.

Approved. (9 *days*)

Submitted by:

Ellen Clark
Director of
Community
Development

Approved by:

Gerry Beaudin
City Manager

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Community Development

TITLE: APPROVE A ONE-YEAR RENEWAL ORDER WITH ACCELA FOR LAND MANAGEMENT SOFTWARE LICENSING AND SUPPORT SERVICES IN THE AMOUNT OF $97,678, FOR A NEW TOTAL LICENSE AGREEMENT COST OF $321,008 FOR THE FOUR-YEAR TERM THROUGH 2025

SUMMARY

The City has utilized Accela as its land management software system since 2011 and has approved renewal agreements for software licensing and support at different intervals, from one-year to three-year terms.

The current license agreement had an initial term of three years, which expires in December 2023. Staff recommends extending the term of the license agreement for one additional year. The cost for the one-year extension of licensing, support, and maintenance is $97,678, bringing the total cost for four years of licensing to $321,008.

RECOMMENDATION

Approve and authorize the City Manager to execute the attached Order Form with Accela for $97,678, extending the current license agreement for a period of one year (through December 13, 2024), for a new total licensing agreement cost of $321,008.

FINANCIAL STATEMENT

Funding for the cost of this extension is available and budgeted in the Permit Center Professional Services account. The existing budget in Fiscal Year 2023/24 is sufficient to cover this cost.

BACKGROUND

In 2011, the City launched the Accela software system to manage land use and community development activities including permitting, inspections, zoning, project planning, and code enforcement. Most recently, in 2020, Council authorized the City Manager to enter into a three-year license agreement with Accela. At that time, staff anticipated that during the three-year term the City and Accela would plan for and initiate a migration to Accela's cloud-based system. However, during the past three years, priority ultimately was assigned to other efforts, including launching Accela Citizen Access (ACA) for digital building permit submittals, DigEplan for electronic plan review, and SolarApp+ for streamlined photovoltaic permitting.

In August 2023, Accela notified staff that it will no longer provide maintenance for use of the existing on-premise (non-cloud-based) platform effective June 30, 2025. This maintenance includes updates, service packs, and patches to maintain and enhance the product. While Accela will not provide new updates or patches after June 30, 2025, it will continue to provide support for the existing on-premise platform until December 31, 2025.

DISCUSSION

In addition to discontinuing service and support of on-premise systems, Accela will now only offer annual renewals until December 2025. While staff anticipates migrating Accela to the cloud-based platform in the coming year, there may be a need to exercise an additional one-year extension in 2024, allowable under the existing agreement, if the project requires additional time and resources to complete.

Staff recommends the City Council approve and authorize the City Manager to execute the attached Order Form to continue the agreement with Accela for one year. The attached Order Form covers the period of December 14, 2023 through December 13, 2024, and continues the existing license, maintenance and support services provided by Accela. Continuing the existing software service with Accela will enable the City to move forward with the planned migration to a cloud-based system over the next year while maintaining the functionality of ACA, DigEplan and SolarAPP+ that have been rolled out over the past two years. Accela continues to perform well with these integrated software systems and supports the continued modernization and streamlining of the City's Permit Center processes.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Optimizing Our Organization*, Strategy 2 – Procure and integrate critical software platforms across departments for effective use by City staff and the public. While the Accela software itself is not new to the City, the licensing agreement with Accela has allowed for recent implementation of a number of other critical software platforms which integrate with the Accela system, including DigEplan and SolarApp+, as well as Accela Citizen Access for self-service online permit application submittals by the public. Continuing the license agreement with Accela allows for opportunities to continue to modernize processes in the Permit Center.

Submitted by:	Fiscal Review:	IT Review:	Approved by:
Ellen Clark Director of Community Development	Susan Hsieh Director of Finance	Allen Hammond Director of Information Technology	Gerry Beaudin City Manager

Attachment:

1. Accela Software Renewal Order Form

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-30702
Valid Through: 11/16/2023
Currency: USD

Renewal Order Form

Address Information

P.O. Box 520
Pleasanton, California 94566

123 Main Street
Pleasanton, California 94566
United States

Billing Email: mdenis@cityofpleasantonca.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support (Population 69,000)	Year 1	12/14/2023	12/13/2024	12	$11,325.43	1	$11,325.43
Accela Land Management Maintenance and Support	Year 1	12/14/2023	12/13/2024	12	$979.14	60	$58,748.20
Accela GIS Maintenance and Support	Year 1	12/14/2023	12/13/2024	12	$286.39	30	$8,591.85
Accela Mobile Maintenance and Support	Year 1	12/14/2023	12/13/2024	12	$431.15	15	$6,467.32
Multi Solution User	Year 1	12/14/2023	12/13/2024	12	$2,507.00	5	$12,535.00
> Accela Building - OnPrem	Year 1	12/14/2023	12/13/2024	12	$0.00	5	$0.00
> Accela Planning - OnPrem	Year 1	12/14/2023	12/13/2024	12	$0.00	5	$0.00
						TOTAL:	$97,667.80

Pricing Summary

Period	Net Total
Year 1	$ 97,667.80
Total	**$ 97,667.80**

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable **net 30 days.**
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it **must** be provided below and Customer **must** provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures

Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Community Development

TITLE: ADOPT A RESOLUTION OF LOCAL SUPPORT AUTHORIZING THE CITY OF PLEASANTON TO SUBMIT A STATE TRANSPORTATION IMPROVEMENT PROGRAM APPLICATION FOR GRANT FUNDS IN THE AMOUNT OF $6 MILLION FOR THE I-680/SUNOL BOULEVARD INTERCHANGE MODERNIZATION PROJECT, CIP NO. 15551

SUMMARY

The State Transportation Improvement Program (STIP) is a multi-year capital improvement program administered by the California Transportation Commission. The California Transportation Commission has issued a notice of funding availability for projects where a funding need is anticipated in Fiscal Years 2026/27 and 2027/28. Approximately $43.8 million is anticipated to be available for projects in Alameda County.

The Alameda County Transportation Commission (Alameda CTC) is responsible for collecting information on projects from local agencies in the county and providing a list of recommended projects to the Metropolitan Transportation Commission (MTC). The MTC will create a final list from the greater Bay Area for consideration of STIP fund allocation by the California Transportation Commission.

The City submitted a request for $6 million for the I-680/Sunol Interchange Modernization Project, CIP 15551 to the Alameda CTC for consideration in the 2024 STIP funding process. The STIP is one of only a few grant programs for which the I-680/Sunol Blvd Interchange Modernization Project is eligible for funding. Alameda CTC has included this project on the recommendation list submitted to MTC. Staff recommends submitting final STIP application materials to MTC, including this requested City Council Resolution of Local Support, in November 2023. MTC is expected to approve the final list of STIP-eligible projects in December 2023.

RECOMMENDATION

Approve the Resolution of Local Support authorizing the City to submit a STIP application in the amount of $6 million for the I-680/Sunol Boulevard Interchange Modernization Project, CIP 15551.

FINANCIAL STATEMENT
With City Council approval of the resolution, the City will submit a STIP Grant application in the amount of $6 million. The programmed budget through FY 2026/27 for the I-680 Sunol Interchange Modernization Project is $9,230,168, which includes design and construction work. Should the project be included in the final 2024 STIP list, $6 million will be allocated in FY 2027/28 toward construction work and staff will request City Council approval to enter into a funding agreement with MTC and seek authorization for any necessary budget actions.

BACKGROUND
The City regularly receives competitive grant funding notices from various sources including the Alameda CTC, MTC, California Department of Transportation (Caltrans), and the City's Senate and Congressional representatives. Staff closely reviews these opportunities and pursues grants based on numerous factors, including but not limited to project eligibility, selection criteria, funding need, staff availability, and likelihood of award.

Over the last three years, the City has applied for 10 competitive grants totaling $36,169,000. Thus far, the City has been awarded five grants totaling $12,783,898, for a range of projects including the West Las Positas Multimodal Reconstruction project, and the I-580 Overcrossing, supporting both planning/design and construction. To date, the City has been awarded $2,650,000 in grant funds to support the I-680/Sunol Boulevard Interchange Modernization Project, another $890,000 is pending in "likely or expected" funds, including award of $850,000 in federal funds that are included in a Community Project Funding federal earmark.

State Transportation Improvement Grant
The STIP is a multi-year capital improvement program of transportation projects on and off the State Highway System. The program is administered by the California Transportation Commission (CTC) and funded through the State Highway Account and other funding sources, such as the bonds authorized under the 2024 State Senate Bill 1. County transportation agencies have been delegated to take on a more active role in selecting and programming transportation projects for their communities.

Each STIP cycle, Alameda CTC adopts and forwards a program of STIP projects to the MTC. The MTC is then tasked with reviewing and evaluating proposed STIP projects from the nine-county Bay Area to develop a final regional transportation project list. This list is then submitted to the CTC for final inclusion in the STIP.

Sunol Interchange Improvement Project
The I-680/Sunol Boulevard interchange is the city's southernmost access to I-680 and experiences a high volume of morning peak hour traffic that causes recurring congestion along Sunol Boulevard. A modification to the interchange is necessary to improve safety and reduce congestion.

Local interchange improvements, although located in Caltrans right-of-way, are always funded by the local agency. Any improvements to the interchange must be completed through the Caltrans project development process, generally consisting of four phases: Project Initiation Document (PID); Preliminary Analysis & Environmental Document (PA&ED); Design; and Construction. The City completed the PID, also known as the Project Study Report – Project Development Report, in 2020. Later that year, the PA&ED commenced, with CalTrans as the California Environmental Quality Act (CEQA) lead agency. CalTrans is finalizing the approval of the Initial Study/Mitigated Negative Declaration CEQA document.

DISCUSSION

The STIP is one of only a few grant programs for which the I-680/Sunol Blvd Interchange Modernization Project is eligible for funding. Projects selected for STIP inclusion typically demonstrate the following (all of which this project fulfills):

- Projects must be consistent with the goals of the Alameda Countywide Transportation Plan
- Projects must demonstrate complete streets and multi-modal characteristics
- Projects can leverage funds from other federal, state, and regional programs
- Projects must be able to or have already successfully navigated the first step in the Caltrans Project Development Process, typically called the Project Initiation Document (PID)
- Projects must have the ability to obtain environmental clearances.

The 2024 STIP fund estimate for Alameda County is $64,236,000. However, considering prior funding commitments to AC Transit, MTC, and STIP Administration, the total new STIP funding available to Alameda County is $43,804,000, which will be available for use in FY 2026/27 and FY 2027/28.

The Alameda CTC requested member agencies submit project nominations and information by September 22, 2023. The City submitted the I-680/Sunol Interchange Modernization Project, Cip No. 15551, which the Alameda CTC recommended for further consideration with MTC. The approved Resolution of Local Support and final STIP application materials are due to MTC by November 10, 2023. Final recommendations for STIP inclusion are anticipated in December 2023.

The current estimated construction cost for CIP 15551 is $26 million. The programed budget for CIP 15551 through FY 2026/27 is $9,230,168, which includes $4,903,132 for design and $4,327,036 for construction. Should the project be included in the final 2024 STIP list, $6 million will be allocated in FY 2027/28 and applied toward construction, for a total of $10,327,036. Pursuing additional funding sources/grants for construction would make this project more viable for award, as a STIP allocation would demonstrate a commitment of state highway funds toward an impactful community project. Staff will return to the City Council to execute the required funding agreement upon award notification.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of, "*Funding Our Future*, Strategy 2 – Identify expanded and new revenue sources to address significant infrastructure needs". The STIP is one of only a few competitive grant funding programs where the I-680/Sunol Interchange Modernization is eligible and can be successful in receiving funds. Additionally, this action advances the goal of, "*Investing in Our Environment*, Strategy 1 – Implement the four-year CIP to complete design and construction of budgeted capital projects". The I-680/Sunol Interchange Modernization Project is a City Council Priority Project and is identified as a necessary infrastructure improvement in the General Plan.

Submitted by:	Fiscal Review:	Approved by:
Ellen Clark Director of Community Development	Susan Hsieh Director of Finance	Gerry Beaudin City Manager

Attachment:

1. Resolution of Local Support

RESOLUTION OF LOCAL SUPPORT
RESOLUTION NO. _____

AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, CITY OF PLEASANTON (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for $ 6,000,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Carbon Reduction Program (CRP) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the I680/Sunol Boulevard Interchange Modernization Project (herein referred to as PROJECT) for the 2024 STATE TRANSPORTATION IMPROVEMENT PROGRAM (herein referred to as PROGRAM); and

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149), the Carbon Reduction Program (CRP) (23 U.S.C. § 175), and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- the commitment of any required matching funds; and
- that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is

fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

- that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
- in the case of a transit project, the PROJECT will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
- in the case of a highway project, the PROJECT will comply with MTC Resolution No. 4104, which sets forth MTC's Traffic Operations System (TOS) Policy to install and activate TOS elements on new major freeway projects; and
- in the case of an RTIP project, state law requires PROJECT be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the County Transportation Agency (CTA); and

WHEREAS, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

WHEREAS, there is no legal impediment to APPLICANT making applications for the funds; and

WHEREAS, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and be it further

RESOLVED that APPLICANT will provide any required matching funds; and be it further

RESOLVED that APPLICANT understands that the REGIONAL DISCRETIONARY

FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

RESOLVED that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

RESOLVED that PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

RESOLVED that APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

RESOLVED that PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

RESOLVED that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

RESOLVED that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

RESOLVED that, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the County Transportation Agency (CTA); and be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on November 7, 2023.

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 November 7, 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Finance

TITLE: ACCEPT THE MONTHLY DISBURSEMENTS AND INVESTMENT REPORT FOR SEPTEMBER 2023

SUMMARY

Attached is the City of Pleasanton monthly disbursements and investment report for the month of September 2023.

RECOMMENDATION

Staff recommends that the City Council accept claim disbursements in the amount of $15,989,176 and the investment report for the month of September 2023.

Submitted by:

Susan Hsieh
Director of Finance

Approved by:

Gerry Beaudin
City Manager

THE CITY OF PLEASANTON

SEPTEMBER 2023 DISBURSEMENTS

CHECK REGISTER*

DATE	CHECK NUMBER	AMOUNT
9/7/2023	55908-55997	$ 597,472
9/11/2023	56006-56026	607,807
9/14/2023	56029-56100	2,992,723
9/15/2023	56103-56109	55,204
9/21/2023	56112-56276	1,519,493
9/22/2023	56289-56293	119,538
9/28/2023	56294-56296	88,405
9/28/2023	56297-56404	1,105,398
		$ 7,086,039

ACH PAYMENTS

DATE	CHECK NUMBER	AMOUNT
9/7/2023	55998-56005	$ 155,332
9/11/2023	56027-56028	1,241,690
9/14/2023	56101-56102	60,901
9/15/2023	56110-56111	265,347
9/21/2023	56277-56288	442,843
9/28/2023	56405-56413	2,675,776
	Payroll & Tax related ACH Payments	801,621
		$ 5,643,509

WIRE TRANSFERS	AMOUNT
Wire Transfers	
Investment of Funds	-
Wire Transfers Net of Investments	$ -

PAYROLL TRANSFERS

DATE	AMOUNT
9/7/2023	$ 1,627,074
9/21/2023	1,569,973
9/28/2023	62,580
	$ 3,259,627

TOTAL DISBURSEMENTS **$ 15,989,176**

* Detailed registers available upon request.

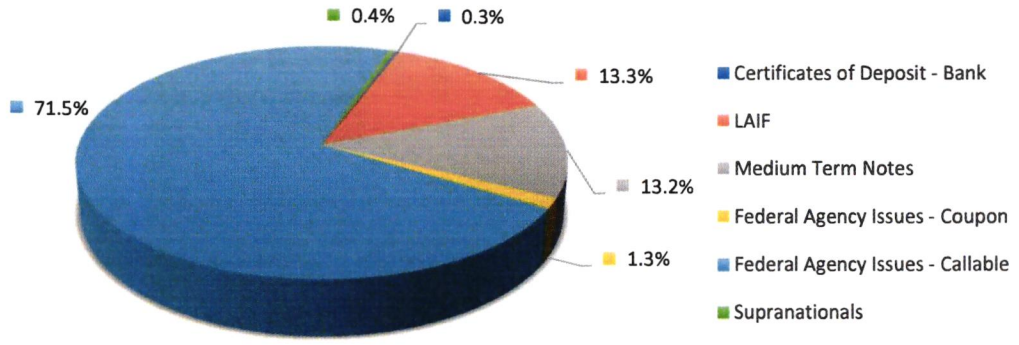
Portfolio Snapshot

September 30, 2023

Portfolio Characteristics

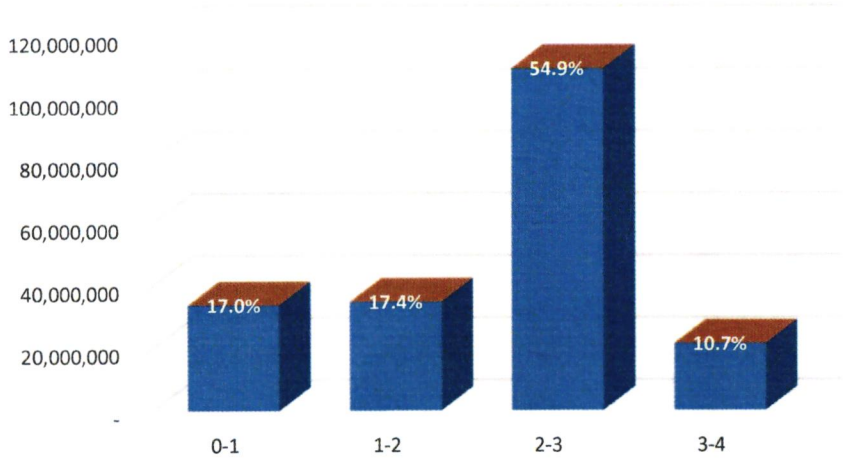
Total Market Value	$200,026,331
Effective Rate of Return	1.52%
Average Days to Maturity	761

Sector Allocation*

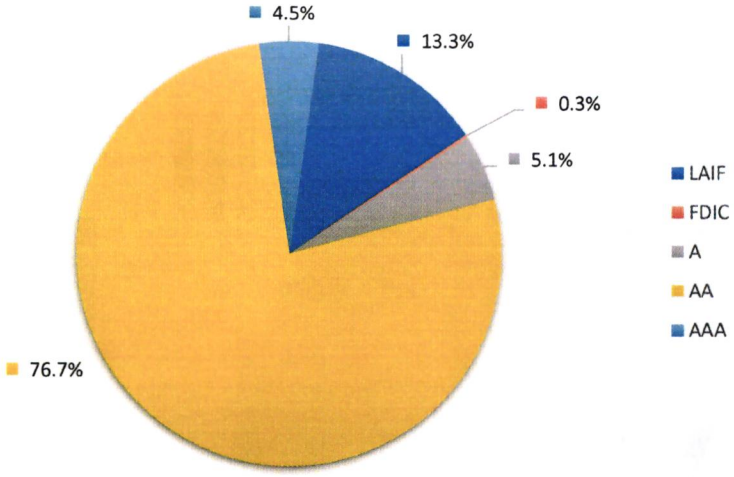


*Based on Market value

Maturity Distribution



Assigned Credit Ratings of Investments



CITY OF PLEASANTON
Portfolio Management
Portfolio Summary
September 30, 2023

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	0.22	560	198	2.110	2.139
LAIF	27,000,000.00	26,630,308.95	27,000,000.00	12.36	1	1	3.486	3.534
Medium Term Notes	27,970,000.00	26,330,344.40	28,578,889.47	13.08	1,788	606	1.585	1.607
Federal Agency Issues - Coupon	3,000,000.00	2,679,300.00	2,995,657.09	1.37	1,825	1,177	1.262	1.280
Federal Agency Issues - Callable	158,630,000.00	143,000,791.20	158,420,440.80	72.51	1,822	912	0.903	0.916
Supranationals	1,000,000.00	894,380.00	980,200.00	0.45	1,704	879	0.922	0.935
Investments	**218,091,206.57**	**200,026,331.12**	**218,466,393.93**	**100.00%**	**1,589**	**761**	**1.319**	**1.338**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	258,256.95	879,971.23
Average Daily Balance	**222,199,727.26**	**230,119,954.63**
Effective Rate of Return	**1.41%**	**1.52%**

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.

SUSAN HSIEH, DIRECTOR OF FINANCE — 10/25/23

Reporting period 09/01/2023-09/30/2023

Run Date: 10/25/2023 - 11:10

Portfolio PLST
CC
PM (PRF_PM1) 7.3.11
Report Ver. 7.3.11

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
September 30, 2023

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	203	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	193	04/11/2024
		Subtotal and Average	**491,206.57**		**491,206.57**	**491,206.57**	**491,206.57**		**2.110**	**2.139**	**198**	
LAIF												
SYS5	5	LOCAL AGENCY INVESTMENT FUND			27,000,000.00	26,630,308.95	27,000,000.00	3.534	3.486	3.534	1	
		Subtotal and Average	**30,733,333.33**		**27,000,000.00**	**26,630,308.95**	**27,000,000.00**		**3.486**	**3.534**	**1**	
Medium Term Notes												
88579YBH3	6053	3M Company		02/14/2020	2,000,000.00	1,896,360.00	2,016,869.48	2.000	1.798	1.823	502	02/14/2025
037833CU2	6045	Apple Inc.		05/03/2019	2,000,000.00	1,965,740.00	2,009,000.00	2.850	2.716	2.753	223	05/11/2024
037833DM9	6048	Apple Inc.		01/07/2020	1,040,000.00	1,004,588.00	1,040,000.00	1.800	1.775	1.800	346	09/11/2024
037833DF4	6049	Apple Inc.		01/13/2020	1,000,000.00	966,610.00	1,037,212.20	2.750	1.938	1.965	470	01/13/2025
037833EB2	6065	Apple Inc.		02/08/2021	2,000,000.00	1,803,540.00	1,996,860.00	0.700	0.722	0.732	861	02/08/2026
037833BY5	6066	Apple Inc.		02/23/2021	3,000,000.00	2,867,010.00	3,331,380.00	3.250	0.967	0.981	876	02/23/2026
17325FAS7	6051	CitiBank NA		01/23/2020	1,000,000.00	993,130.00	1,065,374.39	3.650	1.917	1.943	114	01/23/2024
46632FSCO	6068	JPMorgan Chase Bank NA		06/22/2021	3,000,000.00	2,609,160.00	3,000,000.00	1.100	1.085	1.100	995	06/22/2026
69371RQ25	6062	PACCAR FINANCIAL CORP		03/31/2020	1,330,000.00	1,289,674.40	1,294,196.40	2.150	2.770	2.808	319	08/15/2024
89236TGL3	6046	Toyota Motor Credit Corp		10/24/2019	1,600,000.00	1,541,712.00	1,599,984.00	2.000	1.973	2.000	372	10/07/2024
89236THW8	6067	Toyota Motor Credit Corp		03/09/2021	3,000,000.00	2,706,840.00	2,959,140.00	0.800	1.075	1.090	831	01/09/2026
89788JAA7	6058	Truist Bank		03/13/2020	2,000,000.00	1,864,160.00	1,969,486.00	1.500	1.796	1.821	526	03/10/2025
30231GAF9	6056	EXXON MOBIL CORPORATION		03/11/2020	3,000,000.00	2,890,440.00	3,145,587.00	2.709	1.667	1.690	522	03/06/2025
30231GBH4	6064	EXXON MOBIL CORPORATION		04/20/2020	2,000,000.00	1,931,380.00	2,113,800.00	2.992	1.753	1.777	535	03/19/2025
		Subtotal and Average	**28,578,889.47**		**27,970,000.00**	**26,330,344.40**	**28,578,889.47**		**1.585**	**1.607**	**606**	
Federal Agency Issues - Coupon												
3130AQF65	3576	FEDERAL HOME LOAN BANK		12/22/2021	3,000,000.00	2,679,300.00	2,995,657.09	1.250	1.262	1.280	1,177	12/21/2026
		Subtotal and Average	**2,995,657.09**		**3,000,000.00**	**2,679,300.00**	**2,995,657.09**		**1.262**	**1.280**	**1,177**	
Federal Agency Issues - Callable												
3133ELQ49	4537	FEDERAL FARM CREDIT BANK		07/06/2020	3,000,000.00	2,769,120.00	2,997,750.00	0.700	0.706	0.715	638	06/30/2025
3133EMBJ0	4548	FEDERAL FARM CREDIT BANK		10/05/2020	3,340,000.00	3,044,844.20	3,336,660.00	0.530	0.543	0.550	729	09/29/2025
3133EMUK6	4575	FEDERAL FARM CREDIT BANK		03/25/2021	3,000,000.00	2,711,580.00	3,000,000.00	1.050	1.036	1.050	906	03/25/2026
3133EMH21	4595	FEDERAL FARM CREDIT BANK		06/24/2021	3,000,000.00	2,680,260.00	2,997,000.00	0.900	0.908	0.921	988	06/15/2026
3130AJZ36	4544	FEDERAL HOME LOAN BANK		08/27/2020	3,000,000.00	2,747,790.00	2,997,000.00	0.600	0.612	0.620	696	08/27/2025

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
September 30, 2023

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												
3130AKGD2	4553	FEDERAL HOME LOAN BANK		11/25/2020	3,000,000.00	2,715,090.00	2,996,250.00	0.570	0.587	0.595	786	11/25/2025
3130AKQ74	4555	FEDERAL HOME LOAN BANK		01/22/2021	3,000,000.00	2,700,870.00	3,000,000.00	0.625	0.616	0.625	844	01/22/2026
3130AKRN8	4557	FEDERAL HOME LOAN BANK		01/28/2021	3,000,000.00	2,700,780.00	3,000,000.00	0.650	0.641	0.650	850	01/28/2026
3130AKXQ4	4558	FEDERAL HOME LOAN BANK		02/12/2021	3,000,000.00	2,693,010.00	3,000,000.00	0.600	0.109	0.110	865	02/12/2026
3130AKZ25	4559	FEDERAL HOME LOAN BANK		02/26/2021	3,000,000.00	2,692,110.00	3,000,000.00	0.650	0.641	0.650	879	02/26/2026
3130AL3S1	4560	FEDERAL HOME LOAN BANK		02/17/2021	3,000,000.00	2,693,250.00	3,000,000.00	0.625	0.616	0.625	870	02/17/2026
3130AL5X8	4561	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,692,710.00	3,000,000.00	0.650	0.641	0.650	877	02/24/2026
3130AKXJ0	4562	FEDERAL HOME LOAN BANK		02/24/2021	3,125,000.00	2,801,437.50	3,122,500.00	0.600	0.608	0.616	877	02/24/2026
3130ALCV4	4563	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,699,370.00	3,000,000.00	0.750	0.740	0.750	877	02/24/2026
3130ALDN1	4565	FEDERAL HOME LOAN BANK		03/16/2021	3,000,000.00	2,696,940.00	3,000,000.00	0.800	0.789	0.800	897	03/16/2026
3130ALGC2	4569	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,700,090.00	3,000,000.00	0.875	0.863	0.875	904	03/23/2026
3130ALMM3	4571	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,706,900.00	3,000,000.00	1.000	0.986	1.000	911	03/30/2026
3130ALGR9	4572	FEDERAL HOME LOAN BANK		03/15/2021	3,000,000.00	2,705,490.00	2,989,560.00	0.850	0.909	0.922	879	02/26/2026
3130ALGR9	4574	FEDERAL HOME LOAN BANK		03/18/2021	3,000,000.00	2,705,490.00	2,985,960.00	0.850	0.934	0.947	879	02/26/2026
3130ALGC2	4576	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,700,090.00	2,987,700.00	0.875	0.946	0.959	904	03/23/2026
3130ALGR9	4577	FEDERAL HOME LOAN BANK		03/22/2021	3,000,000.00	2,705,490.00	2,982,510.00	0.850	0.958	0.971	879	02/26/2026
3130ALNT7	4578	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,705,520.00	2,998,050.00	0.980	0.980	0.993	911	03/30/2026
3130ALGR9	4579	FEDERAL HOME LOAN BANK		03/31/2021	3,000,000.00	2,705,490.00	2,978,517.00	0.850	0.986	1.000	879	02/26/2026
3130ALUC6	4580	FEDERAL HOME LOAN BANK		04/15/2021	3,000,000.00	2,704,680.00	2,995,500.00	1.020	1.036	1.051	927	04/15/2026
3130ALMM3	4581	FEDERAL HOME LOAN BANK		04/05/2021	3,000,000.00	2,706,900.00	2,996,250.00	1.000	1.012	1.026	911	03/30/2026
3130AMCL4	4585	FEDERAL HOME LOAN BANK		05/20/2021	2,795,000.00	2,513,487.60	2,795,000.00	1.020	1.006	1.020	961	05/19/2026
3130AMH62	4587	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,694,540.00	2,998,500.00	1.000	0.996	1.010	968	05/26/2026
3130AMGW6	4588	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,693,070.00	2,998,950.00	0.980	0.974	0.987	968	05/26/2026
3130AMHB1	4590	FEDERAL HOME LOAN BANK		06/02/2021	2,750,000.00	2,461,607.50	2,746,562.50	0.875	0.888	0.901	968	05/26/2026
3130AMH62	4591	FEDERAL HOME LOAN BANK		06/02/2021	1,500,000.00	1,347,270.00	1,500,000.00	1.000	0.986	1.000	968	05/26/2026
3130AMSL7	4592	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,686,200.00	3,000,000.00	1.030	1.016	1.030	1,003	06/30/2026
3130AMYA4	4594	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,689,230.00	3,000,000.00	1.070	1.055	1.070	1,003	06/30/2026
3130AN2Q2	4596	FEDERAL HOME LOAN BANK		06/30/2021	1,500,000.00	1,341,960.00	1,500,000.00	1.000	0.986	1.000	1,003	06/30/2026
3130AMWK4	4597	FEDERAL HOME LOAN BANK		07/14/2021	3,000,000.00	2,682,030.00	2,999,250.00	1.020	1.011	1.025	1,017	07/14/2026
3130AP2P9	4598	FEDERAL HOME LOAN BANK		09/30/2021	3,000,000.00	2,654,490.00	2,983,500.00	0.920	1.019	1.033	1,095	09/30/2026
3130APC94	4599	FEDERAL HOME LOAN BANK		10/14/2021	3,000,000.00	2,663,040.00	2,997,750.00	1.070	1.071	1.085	1,109	10/14/2026
3130APU78	4600	FEDERAL HOME LOAN BANK		12/09/2021	530,000.00	471,896.10	526,947.20	1.300	1.401	1.421	1,150	11/24/2026
3130APUR4	4601	FEDERAL HOME LOAN BANK		12/09/2021	1,840,000.00	1,638,280.80	1,829,401.60	1.300	1.401	1.421	1,150	11/24/2026
3130APVC6	4602	FEDERAL HOME LOAN BANK		12/09/2021	3,000,000.00	2,676,540.00	2,988,000.00	1.375	1.439	1.459	1,157	12/01/2026
3130AQEC3	4603	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,669,430.00	3,000,000.00	1.370	1.351	1.370	1,186	12/30/2026
3130AQEF6	4604	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,669,850.00	2,998,500.00	1.375	1.366	1.385	1,186	12/30/2026

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
September 30, 2023

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	4605	FEDERAL HOME LOAN BANK		01/03/2022	3,000,000.00	2,674,050.00	2,999,250.00	1.420	1.406	1.425	1,185	12/29/2026
3130AQG80	4606	FEDERAL HOME LOAN BANK		01/10/2022	3,000,000.00	2,674,050.00	2,982,750.00	1.420	1.519	1.541	1,185	12/29/2026
3130AQLD3	4607	FEDERAL HOME LOAN BANK		02/08/2022	3,000,000.00	2,693,040.00	2,975,010.00	1.750	1.900	1.926	1,215	01/28/2027
3130AQW66	4608	FEDERAL HOME LOAN BANK		03/08/2022	3,000,000.00	2,716,920.00	2,995,500.00	2.080	2.083	2.112	1,243	02/25/2027
3134GVZ68	4535	FREDDIE MAC		06/23/2020	3,000,000.00	2,771,010.00	2,998,950.00	0.700	0.697	0.707	631	06/23/2025
3134GWA55	4545	FREDDIE MAC		09/09/2020	3,000,000.00	2,746,980.00	2,998,950.00	0.650	0.648	0.657	709	09/09/2025
3134GWW93	4547	FREDDIE MAC		09/30/2020	3,000,000.00	2,735,730.00	3,000,000.00	0.550	0.542	0.550	730	09/30/2025
3134GWWT9	4549	FREDDIE MAC		10/07/2020	3,000,000.00	2,735,730.00	2,997,600.00	0.550	0.559	0.566	730	09/30/2025
3134GW3F1	4550	FREDDIE MAC		10/28/2020	3,000,000.00	2,728,890.00	3,000,000.00	0.600	0.592	0.600	758	10/28/2025
3134GXDM3	4554	FREDDIE MAC		12/01/2020	3,000,000.00	2,716,440.00	3,000,000.00	0.620	0.612	0.620	792	12/01/2025
3136G4YH0	4538	FEDERAL NATIONAL MORTGAGE ASSN		07/14/2020	3,250,000.00	2,995,297.50	3,248,862.50	0.700	0.697	0.707	652	07/14/2025
3136G4A45	4541	FEDERAL NATIONAL MORTGAGE ASSN		07/22/2020	3,000,000.00	2,763,210.00	3,000,000.00	0.710	0.700	0.710	660	07/22/2025
3135GA3W9	4552	FEDERAL NATIONAL MORTGAGE ASSN		11/25/2020	3,000,000.00	2,716,920.00	3,000,000.00	0.600	0.592	0.600	786	11/25/2025
3135G06R9	4556	FEDERAL NATIONAL MORTGAGE ASSN		01/28/2021	3,000,000.00	2,694,300.00	3,000,000.00	0.550	0.542	0.550	850	01/28/2026
		Subtotal and Average	**158,420,440.80**		**158,630,000.00**	**143,000,791.20**	**158,420,440.80**		**0.903**	**0.916**	**912**	
Supranationals												
45950VPS9	7000	International Finance Corp		06/28/2021	1,000,000.00	894,380.00	980,200.00	0.500	0.922	0.935	879	02/26/2026
		Subtotal and Average	**980,200.00**		**1,000,000.00**	**894,380.00**	**980,200.00**		**0.922**	**0.935**	**879**	
		Total and Average	**222,199,727.26**		**218,091,206.57**	**200,026,331.12**	**218,466,393.93**		**1.319**	**1.338**	**761**	

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2023

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	203	4.000	4,108.50	0.00	04/21/2024
UBB1091	1091	VCB		04/11/2022	261,206.57	261,206.57	261,206.57	0.500	193	0.500	1,925.05	0.00	04/11/2024
		Subtotal and Average	**491,206.57**		**491,206.57**	**491,206.57**	**491,206.57**	2.139	198	2.139	6,033.55	0.00	
LAIF													
SYS5	5	LAIF			27,000,000.00	26,630,308.95	27,000,000.00	3.534	1	3.534	281,843.22	-369,691.05	
		Subtotal and Average	**30,733,333.33**		**27,000,000.00**	**26,630,308.95**	**27,000,000.00**	3.534	1	3.534	281,843.22	-369,691.05	
Medium Term Notes													
88579YBH3	6053	3M		02/14/2020	2,000,000.00	1,896,360.00	2,016,869.48	2.000	502	1.822	5,222.22	-120,509.48	02/14/2025
037833CU2	6045	APPL		05/03/2019	2,000,000.00	1,965,740.00	2,009,000.00	2.850	223	2.753	22,166.67	-43,260.00	05/11/2024
037833DM9	6048	APPL		01/07/2020	1,040,000.00	1,004,588.00	1,040,000.00	1.800	346	1.799	1,040.00	-35,412.00	09/11/2024
037833DF4	6049	APPL		01/13/2020	1,000,000.00	966,610.00	1,037,212.20	2.750	470	1.964	5,958.33	-70,602.20	01/13/2025
037833EB2	6065	APPL		02/08/2021	2,000,000.00	1,803,540.00	1,996,860.00	0.700	861	0.732	2,061.11	-193,320.00	02/08/2026
037833BY5	6066	APPL		02/23/2021	3,000,000.00	2,867,010.00	3,331,380.00	3.250	876	0.980	10,291.67	-464,370.00	02/23/2026
17325FAS7	6051	CITIBN		01/23/2020	1,000,000.00	993,130.00	1,065,374.39	3.650	114	1.943	6,894.44	-72,244.39	01/23/2024
46632FSCO	6068	JP		06/22/2021	3,000,000.00	2,609,160.00	3,000,000.00	1.100	995	1.100	9,075.00	-390,840.00	06/22/2026
69371RQ25	6062	PCAR		03/31/2020	1,330,000.00	1,289,674.40	1,294,196.40	2.150	319	2.808	3,653.81	-4,522.00	08/15/2024
89236TGL3	6046	TOYOTA		10/24/2019	1,600,000.00	1,541,712.00	1,599,984.00	2.000	372	2.000	15,466.67	-58,272.00	10/07/2024
89236THW8	6067	TOYOTA		03/09/2021	3,000,000.00	2,706,840.00	2,959,140.00	0.800	831	1.090	5,466.66	-252,300.00	01/09/2026
89788JAA7	6058	TRU		03/13/2020	2,000,000.00	1,864,160.00	1,969,486.00	1.500	526	1.821	1,750.00	-105,326.00	03/10/2025
30231GAF9	6056	XOM		03/11/2020	3,000,000.00	2,890,440.00	3,145,587.00	2.709	522	1.689	5,643.75	-255,147.00	03/06/2025
30231GBH4	6064	XOM		04/20/2020	2,000,000.00	1,931,380.00	2,113,800.00	2.992	535	1.777	1,994.67	-182,420.00	03/19/2025
		Subtotal and Average	**28,578,889.47**		**27,970,000.00**	**26,330,344.40**	**28,578,889.47**	2.101	606	1.607	96,685.00	-2,248,545.07	
Federal Agency Issues - Coupon													
3130AQF65	3576	FHLB		12/22/2021	3,000,000.00	2,679,300.00	2,995,657.09	1.250	1177	1.280	10,416.66	-316,357.09	12/21/2026
		Subtotal and Average	**2,995,657.09**		**3,000,000.00**	**2,679,300.00**	**2,995,657.09**	1.250	1177	1.280	10,416.66	-316,357.09	
Federal Agency Issues - Callable													
3133ELQ49	4537	FFCB		07/06/2020	3,000,000.00	2,769,120.00	2,997,750.00	0.700	638	0.715	5,308.33	-228,630.00	06/30/2025
3133EMBJ0	4548	FFCB		10/05/2020	3,340,000.00	3,044,844.20	3,336,660.00	0.530	729	0.550	98.34	-291,815.80	09/29/2025
3133EMUK6	4575	FFCB		03/25/2021	3,000,000.00	2,711,580.00	3,000,000.00	1.050	906	1.050	525.00	-288,420.00	03/25/2026
3133EMH21	4595	FFCB		06/24/2021	3,000,000.00	2,680,260.00	2,997,000.00	0.900	988	0.920	7,950.00	-316,740.00	06/15/2026
3130AJZ36	4544	FHLB		08/27/2020	3,000,000.00	2,747,790.00	2,997,000.00	0.600	696	0.620	1,700.00	-249,210.00	08/27/2025
3130AKGD2	4553	FHLB		11/25/2020	3,000,000.00	2,715,090.00	2,996,250.00	0.570	786	0.595	5,985.00	-281,160.00	11/25/2025

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2023

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
Federal Agency Issues - Callable													
3130AKQ74	4555	FHLB		01/22/2021	3,000,000.00	2,700,870.00	3,000,000.00	0.625	844	0.625	3,593.75	-299,130.00	01/22/2026
3130AKRN8	4557	FHLB		01/28/2021	3,000,000.00	2,700,780.00	3,000,000.00	0.650	850	0.650	3,412.50	-299,220.00	01/28/2026
3130AKXQ4	4558	FHLB		02/12/2021	3,000,000.00	2,693,010.00	3,000,000.00	0.600	865	0.110	2,450.00	-306,990.00	02/12/2026
3130AKZ25	4559	FHLB		02/26/2021	3,000,000.00	2,692,110.00	3,000,000.00	0.650	879	0.650	1,895.83	-307,890.00	02/26/2026
3130AL3S1	4560	FHLB		02/17/2021	3,000,000.00	2,693,250.00	3,000,000.00	0.625	870	0.625	2,291.67	-306,750.00	02/17/2026
3130AL5X8	4561	FHLB		02/24/2021	3,000,000.00	2,692,710.00	3,000,000.00	0.650	877	0.650	2,004.17	-307,290.00	02/24/2026
3130AKXJ0	4562	FHLB		02/24/2021	3,125,000.00	2,801,437.50	3,122,500.00	0.600	877	0.616	1,927.08	-321,062.50	02/24/2026
3130ALCV4	4563	FHLB		02/24/2021	3,000,000.00	2,699,370.00	3,000,000.00	0.750	877	0.750	2,312.50	-300,630.00	02/24/2026
3130ALDN1	4565	FHLB		03/16/2021	3,000,000.00	2,696,940.00	3,000,000.00	0.800	897	0.800	1,000.00	-303,060.00	03/16/2026
3130ALGC2	4569	FHLB		03/23/2021	3,000,000.00	2,700,090.00	3,000,000.00	0.875	904	0.875	583.33	-299,910.00	03/23/2026
3130ALMM3	4571	FHLB		03/30/2021	3,000,000.00	2,706,900.00	3,000,000.00	1.000	911	1.000	15,083.33	-293,100.00	03/30/2026
3130ALGR9	4572	FHLB		03/15/2021	3,000,000.00	2,705,490.00	2,989,560.00	0.850	879	0.922	2,479.17	-284,070.00	02/26/2026
3130ALGR9	4574	FHLB		03/18/2021	3,000,000.00	2,705,490.00	2,985,960.00	0.850	879	0.947	2,479.17	-280,470.00	02/26/2026
3130ALGC2	4576	FHLB		03/23/2021	3,000,000.00	2,700,090.00	2,987,700.00	0.875	904	0.959	583.33	-287,610.00	03/23/2026
3130ALGR9	4577	FHLB		03/22/2021	3,000,000.00	2,705,490.00	2,982,510.00	0.850	879	0.971	2,479.17	-277,020.00	02/26/2026
3130ALNT7	4578	FHLB		03/30/2021	3,000,000.00	2,705,520.00	2,998,050.00	0.980	911	0.993	14,781.67	-292,530.00	03/30/2026
3130ALGR9	4579	FHLB		03/31/2021	3,000,000.00	2,705,490.00	2,978,517.00	0.850	879	1.000	2,479.17	-273,027.00	02/26/2026
3130ALUC6	4580	FHLB		04/15/2021	3,000,000.00	2,704,680.00	2,995,500.00	1.020	927	1.050	14,110.00	-290,820.00	04/15/2026
3130ALMM3	4581	FHLB		04/05/2021	3,000,000.00	2,706,900.00	2,996,250.00	1.000	911	1.025	15,083.33	-289,350.00	03/30/2026
3130AMCL4	4585	FHLB		05/20/2021	2,795,000.00	2,513,487.60	2,795,000.00	1.020	961	1.019	10,453.30	-281,512.40	05/19/2026
3130AMH62	4587	FHLB		05/26/2021	3,000,000.00	2,694,540.00	2,998,500.00	1.000	968	1.010	10,416.67	-303,960.00	05/26/2026
3130AMGW6	4588	FHLB		05/26/2021	3,000,000.00	2,693,070.00	2,998,950.00	0.980	968	0.987	10,208.33	-305,880.00	05/26/2026
3130AMHB1	4590	FHLB		06/02/2021	2,750,000.00	2,461,607.50	2,746,562.50	0.875	968	0.900	8,355.03	-284,955.00	05/26/2026
3130AMH62	4591	FHLB		06/02/2021	1,500,000.00	1,347,270.00	1,500,000.00	1.000	968	0.999	5,208.33	-152,730.00	05/26/2026
3130AMSL7	4592	FHLB		06/30/2021	3,000,000.00	2,686,200.00	3,000,000.00	1.030	1003	1.030	7,810.83	-313,800.00	06/30/2026
3130AMYA4	4594	FHLB		06/30/2021	3,000,000.00	2,689,230.00	3,000,000.00	1.070	1003	1.070	8,114.17	-310,770.00	06/30/2026
3130AN2Q2	4596	FHLB		06/30/2021	1,500,000.00	1,341,960.00	1,500,000.00	1.000	1003	1.000	3,791.67	-158,040.00	06/30/2026
3130AMWK4	4597	FHLB		07/14/2021	3,000,000.00	2,682,030.00	2,999,250.00	1.020	1017	1.025	6,545.00	-317,220.00	07/14/2026
3130AP2P9	4598	FHLB		09/30/2021	3,000,000.00	2,654,490.00	2,983,500.00	0.920	1095	1.033	13,876.67	-329,010.00	09/30/2026
3130APC94	4599	FHLB		10/14/2021	3,000,000.00	2,663,040.00	2,997,750.00	1.070	1109	1.085	14,890.83	-334,710.00	10/14/2026
3130APU78	4600	FHLB		12/09/2021	530,000.00	471,896.10	526,947.20	1.300	1150	1.420	2,430.64	-55,051.10	11/24/2026
3130APUR4	4601	FHLB		12/09/2021	1,840,000.00	1,638,280.80	1,829,401.60	1.300	1150	1.420	8,438.44	-191,120.80	11/24/2026
3130APVC6	4602	FHLB		12/09/2021	3,000,000.00	2,676,540.00	2,988,000.00	1.375	1157	1.458	13,750.00	-311,460.00	12/01/2026
3130AQEC3	4603	FHLB		12/30/2021	3,000,000.00	2,669,430.00	3,000,000.00	1.370	1186	1.370	10,389.17	-330,570.00	12/30/2026
3130AQEF6	4604	FHLB		12/30/2021	3,000,000.00	2,669,850.00	2,998,500.00	1.375	1186	1.385	10,427.08	-328,650.00	12/30/2026
3130AQG80	4605	FHLB		01/03/2022	3,000,000.00	2,674,050.00	2,999,250.00	1.420	1185	1.425	10,886.67	-325,200.00	12/29/2026

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2023

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
Federal Agency Issues - Callable													
3130AQG80	4606	FHLB		01/10/2022	3,000,000.00	2,674,050.00	2,982,750.00	1.420	1185	1.540	10,886.67	-308,700.00	12/29/2026
3130AQLD3	4607	FHLB		02/08/2022	3,000,000.00	2,693,040.00	2,975,010.00	1.750	1215	1.926	9,187.50	-281,970.00	01/28/2027
3130AQW66	4608	FHLB		03/08/2022	3,000,000.00	2,716,920.00	2,995,500.00	2.080	1243	2.111	6,240.00	-278,580.00	02/25/2027
3134GVZ68	4535	FHLMC		06/23/2020	3,000,000.00	2,771,010.00	2,998,950.00	0.700	631	0.707	5,716.67	-227,940.00	06/23/2025
3134GWA55	4545	FHLMC		09/09/2020	3,000,000.00	2,746,980.00	2,998,950.00	0.650	709	0.657	1,191.67	-251,970.00	09/09/2025
3134GWW93	4547	FHLMC		09/30/2020	3,000,000.00	2,735,730.00	3,000,000.00	0.550	730	0.550	8,295.83	-264,270.00	09/30/2025
3134GWWT9	4549	FHLMC		10/07/2020	3,000,000.00	2,735,730.00	2,997,600.00	0.550	730	0.566	8,295.83	-261,870.00	09/30/2025
3134GW3F1	4550	FHLMC		10/28/2020	3,000,000.00	2,728,890.00	3,000,000.00	0.600	758	0.600	7,650.00	-271,110.00	10/28/2025
3134GXDM3	4554	FHLMC		12/01/2020	3,000,000.00	2,716,440.00	3,000,000.00	0.620	792	0.620	6,200.00	-283,560.00	12/01/2025
3136G4YH0	4538	FNMA		07/14/2020	3,250,000.00	2,995,297.50	3,248,862.50	0.700	652	0.707	4,865.97	-253,565.00	07/14/2025
3136G4A45	4541	FNMA		07/22/2020	3,000,000.00	2,763,210.00	3,000,000.00	0.710	660	0.710	4,082.50	-236,790.00	07/22/2025
3135GA3W9	4552	FNMA		11/25/2020	3,000,000.00	2,716,920.00	3,000,000.00	0.600	786	0.600	6,300.00	-283,080.00	11/25/2025
3135G06R9	4556	FNMA		01/28/2021	3,000,000.00	2,694,300.00	3,000,000.00	0.550	850	0.550	2,887.50	-305,700.00	01/28/2026
		Subtotal and Average	**158,420,440.80**		**158,630,000.00**	**143,000,791.20**	**158,420,440.80**	0.898	912	0.916	350,388.81	-15,419,649.60	
Supranationals													
45950VPS9	7000	IFC		06/28/2021	1,000,000.00	894,380.00	980,200.00	0.500	879	0.935	486.11	-85,820.00	02/26/2026
		Subtotal and Average	**980,200.00**		**1,000,000.00**	**894,380.00**	**980,200.00**	0.500	879	0.935	486.11	-85,820.00	
		Total and Average	**222,199,727.26**		**218,091,206.57**	**200,026,331.12**	**218,466,393.93**	1.387	761	1.338	745,853.35	-18,440,062.81	

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
September 30, 2023

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	27,000,000.00	3.534			3.534				27,000,000.00	27,000,000.00
		LAIF Totals	**27,000,000.00**				**3.534**			**0.00**	**27,000,000.00**	**27,000,000.00**
Medium Term Notes												
88579YBH3	6053	3M	2,000,000.00	2.000	02/14/2025	02/14/2020	1.823	A	A		2,016,869.48	2,016,869.48
037833CU2	6045	APPL	2,000,000.00	2.850	05/11/2024	05/03/2019	2.753	AA	Aaa	Received	2,009,000.00	2,009,000.00
037833DM9	6048	APPL	1,040,000.00	1.800	09/11/2024	01/07/2020	1.800	AA	Aaa	Received	1,040,000.00	1,040,000.00
037833DF4	6049	APPL	1,000,000.00	2.750	01/13/2025	01/13/2020	1.965	AA	Aaa		1,037,212.20	1,037,212.20
037833EB2	6065	APPL	2,000,000.00	0.700	02/08/2026	02/08/2021	0.732	AA	Aa		1,996,860.00	1,996,860.00
037833BY5	6066	APPL	3,000,000.00	3.250	02/23/2026	02/23/2021	0.981	AA	Aaa		3,331,380.00	3,331,380.00
17325FAS7	6051	CITIBN	1,000,000.00	3.650	01/23/2024	01/23/2020	1.943	A	Aa		1,065,374.39	1,065,374.39
46632FSCO	6068	JP	3,000,000.00	1.100	06/22/2026	06/22/2021	1.100	AA	Aa		3,000,000.00	3,000,000.00
69371RQ25	6062	PCAR	1,330,000.00	2.150	08/15/2024	03/31/2020	2.808	A	A	Received	1,294,196.40	1,294,196.40
89236TGL3	6046	TOYOTA	1,600,000.00	2.000	10/07/2024	10/24/2019	2.000	A	A	Received	1,599,984.00	1,599,984.00
89236THW8	6067	TOYOTA	3,000,000.00	0.800	01/09/2026	03/09/2021	1.090	A	A	Received	2,959,140.00	2,959,140.00
89788JAA7	6058	TRU	2,000,000.00	1.500	03/10/2025	03/13/2020	1.821	A	A	Received	1,969,486.00	1,969,486.00
30231GAF9	6056	XOM	3,000,000.00	2.709	03/06/2025	03/11/2020	1.690	AA	Aa	Received	3,145,587.00	3,145,587.00
30231GBH4	6064	XOM	2,000,000.00	2.992	03/19/2025	04/20/2020	1.777	AA	Aa	Received	2,113,800.00	2,113,800.00
		Medium Term Notes Totals	**27,970,000.00**				**1.607**			**0.00**	**28,578,889.47**	**28,578,889.47**
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

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
September 30, 2023

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												
3130AJZ36	4544	FHLB	3,000,000.00	0.600	08/27/2025	08/27/2020	0.620	AA	Aaa		2,997,000.00	2,997,000.00
3130AKGD2	4553	FHLB	3,000,000.00	0.570	11/25/2025	11/25/2020	0.595	AA	Aaa		2,996,250.00	2,996,250.00
3130AKQ74	4555	FHLB	3,000,000.00	0.625	01/22/2026	01/22/2021	0.625	AA	Aaa		3,000,000.00	3,000,000.00
3130AKRN8	4557	FHLB	3,000,000.00	0.650	01/28/2026	01/28/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
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

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
September 30, 2023

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												
3130AQEC3	4603	FHLB	3,000,000.00	1.370	12/30/2026	12/30/2021	1.370	AA	Aaa		3,000,000.00	3,000,000.00
3130AQEF6	4604	FHLB	3,000,000.00	1.375	12/30/2026	12/30/2021	1.385	AA	Aaa		2,998,500.00	2,998,500.00
3130AQG80	4605	FHLB	3,000,000.00	1.420	12/29/2026	01/03/2022	1.425	AA	Aaa	Received	2,999,250.00	2,999,250.00
3130AQG80	4606	FHLB	3,000,000.00	1.420	12/29/2026	01/10/2022	1.541	AA	Aaa	Received	2,982,750.00	2,982,750.00
3130AQLD3	4607	FHLB	3,000,000.00	1.750	01/28/2027	02/08/2022	1.926	AA	Aaa	Received	2,975,010.00	2,975,010.00
3130AQW66	4608	FHLB	3,000,000.00	2.080	02/25/2027	03/08/2022	2.112	AA	Aaa	Received	2,995,500.00	2,995,500.00
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	**218,091,206.57**				**1.338**			**0.00**	**218,466,393.93**	**218,466,393.93**

CITY OF PLEASANTON
Portfolio Management
Activity By Type
September 1, 2023 through September 30, 2023

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	3.534		0.00	6,000,000.00	
		Subtotal			0.00	6,000,000.00	27,000,000.00
Fidelity - Government Fund (Monthly Summary)							
		Subtotal					0.00
Medium Term Notes							
		Subtotal					28,578,889.47
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	6,000,000.00	218,466,393.93

CITY OF PLEASANTON
Portfolio Management
Activity Summary
September 2022 through September 2023

Month End	Year	Number of Securities	Average Balance	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
September	2022	85	219,759,399.16	1.145	1.161	1.513	0	1	1,671	1,089
October	2022	84	217,006,729.10	1.140	1.156	1.513	0	0	1,695	1,075
November	2022	84	212,338,987.16	1.144	1.160	2.007	0	0	1,743	1,076
December	2022	84	220,877,676.97	1.250	1.268	2.173	0	0	1,564	939
January	2023	84	233,064,439.11	1.258	1.276	2.425	0	2	1,566	924
February	2023	82	229,597,008.52	1.262	1.280	2.624	0	2	1,569	912
March	2023	80	231,116,718.72	1.352	1.371	2.831	0	0	1,503	848
April	2023	81	250,326,071.57	1.496	1.516	2.870	1	2	1,359	751
May	2023	79	257,676,478.70	1.506	1.527	2.993	0	1	1,368	738
June	2023	78	255,218,414.18	1.530	1.551	3.167	0	0	1,384	723
July	2023	78	241,332,522.47	1.392	1.411	3.305	0	1	1,523	773
August	2023	75	226,572,122.96	1.363	1.382	3.434	0	1	1,547	767
September	2023	74	222,199,727.26	1.319	1.338	3.534	0	0	1,589	761
	Average	81	232,103,902.65	1.320%	1.338%	2.645	0	1	1,545	875

CITY OF PLEASANTON
Portfolio Management
Distribution of Investments By Type
September 2022 through September 2023

Security Type	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	Average by Period
Certificates of Deposit - Bank	0.2	0.2	0.3	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	6.9	5.6	2.9	12.8	13.0	13.2	16.8	24.9	24.5	23.6	16.1	14.7	12.4	14.4%
Fidelity - Government Fund														
MONEY MARKET (GENERAL)														
Managed Pool Accounts -4														
Passbook/Checking Accounts														
Medium Term Notes	17.9	18.1	18.6	16.7	15.6	14.5	13.9	12.7	12.3	12.4	13.2	12.7	13.1	14.7%
Bankers Acceptances														
Commercial Paper - Discount														
Federal Agency Issues - Coupon	2.3	2.3	2.4	2.1	2.2	2.2	2.1	1.2	1.2	1.2	1.3	1.3	1.4	1.8%
Federal Agency Issues - Discount														
Treasury Securities - Coupon														
Treasury Securities - Discount														
Federal Agency Issues - Callable	72.3	73.3	75.4	67.7	68.6	69.5	66.6	60.7	61.5	62.3	68.8	70.6	72.5	68.5%
Supranationals	0.5	0.5	0.5	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.5	0.4%
Miscellaneous Securities - Discount														

CITY OF PLEASANTON
Portfolio Management
Interest Earnings Summary
September 30, 2023

	September 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	167,516.00	581,808.50
Plus Accrued Interest at End of Period	464,010.13	464,010.13
Less Accrued Interest at Beginning of Period	(460,086.93)	(525,527.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	171,439.20	520,290.80
Adjusted by Capital Gains or Losses	0.00	47,979.75
Earnings during Periods	171,439.20	568,270.55
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	467,289.44
Plus Accrued Interest at End of Period	281,843.22	281,843.22
Less Accrued Interest at Beginning of Period	(195,025.47)	(437,431.98)
Interest Earned during Period	86,817.75	311,700.68
Total Interest Earned during Period	**258,256.95**	**831,991.48**
Total Capital Gains or Losses	**0.00**	**47,979.75**
Total Earnings during Period	**258,256.95**	**879,971.23**

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

October 02, 2023

LAIF Home
PMIA Average Monthly Yields

CITY OF PLEASANTON

DIRECTOR OF FINANCE
P.O. BOX 520
PLEASANTON, CA 94566

Tran Type Definitions

Account Number: 98-01-687

September 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/1/2023	9/1/2023	RW	1738180	1698561	THINH LUCERO	-2,000,000.00
9/29/2023	9/28/2023	RW	1739112	1699499	THINH LUCERO	-4,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	33,000,000.00
Total Withdrawal:	-6,000,000.00	Ending Balance:	27,000,000.00

CITY OF PLEASANTON
INVESTMENT ACTIVITY SUMMARY AND ANALYSIS AS OF SEPTEMBER 30, 2023

SUMMARY:

Primary City Managed Investment Portfolio

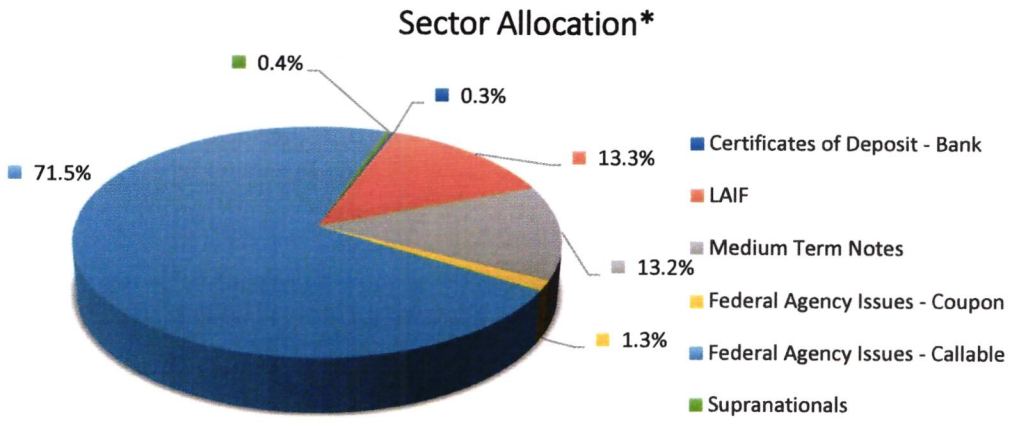
The book value of the City of Pleasanton General investment portfolio decreased by $35.9 million from $254.4 million to $218.5 million during the last quarter ending September 30, 2023. This decrease in the portfolio during the quarter ending September 30, 2023 was primarily to accommodate large disbursements to various vendors: CalPERS for FY 2023/24 Unfunded Pension Liability, Bay Cities Joint Powers for insurance, and other vendors for various construction and service contracts. The fiscal year-to-date effective rate of return on the portfolio was 1.52 percent. The average days to maturity (ADM) increased from 723 days on June 30, 2023 to 761 days on September 30, 2023.

The City's investment in the Local Agency Investment Fund (LAIF) decreased to $27.0 million from $60.0 million last quarter ending June 30, 2023. The quarterly LAIF apportionment interest rate was 3.59 percent with ADM of 256 days. The average monthly effective yield was 3.30 percent in July, 3.43 percent in August, and 3.53 percent in September. During the quarter, only $3.0 million in securities was matured. As of September 30, 2023, approximately 72.8 percent of the total portfolio consisted of federal agency securities, while the LAIF investment was 13.3 percent of the portfolio. Corporate notes accounted for 13.2 percent of the portfolio.

- Fair Market Value of total portfolio - $200,026,331
- Fiscal year-to-date effective rate of return - 1.52 percent
- Weighted average days to maturity – 761 days
- Fiscal year-to-date net interest earnings - $879,971.23

ASSET COMPOSITION:

Investment	**Percent of Portfolio**
Certificates of Deposit - Bank	0.3%
LAIF	13.3%
Medium Term Notes	13.2%
Federal Agency Issues - Coupon	1.3%
Federal Agency Issues - Callable	71.5%
Supranationals	0.4%
	100.0%



*Based on Market Value

RETURNS ON ASSETS
As of September 30, 2023
Effective rate of return: **1.52%**

COMPARATIVE MARKET RATES	
(September 30, 2023)	
Three Month Treasury Bill	5.55%
Six Month Treasury Bill	5.53%
One Year Treasury Bill	5.46%
Two Year Treasury Note	5.03%

HISTORICAL RATES OF RETURN:	
City of Pleasanton Pool	
September 30, 2019	2.18%
September 30, 2020	1.74%
September 30, 2021	1.32%
September 30, 2022	1.24%

The Federal Reserve has been raising interest rates since March 2022. After a pause in rate hikes in June, in July, the Federal Reserve raised the rate another 25-basis points, resulting in even higher comparative market rates. Most of the securities in the City's investment portfolio were purchased before the rate hikes, and the overall investment return is expected to be lower than the market rates in the near term. As securities mature and funds are reinvested, the City will be able to achieve higher investment returns.

SAFEKEEPING OF SECURITIES:
As of September 30, 2023, the entire portfolio, exclusive of money market accounts and LAIF was held in third party safekeeping for the benefit of the City of Pleasanton at Bank of New York Mellon. Bank of New York Mellon is a contractual agent for the City of Pleasanton.

COMPLIANCE WITH STATE LAW AND INVESTMENT POLICY:
As of September 30, 2023, all investments in the portfolio are authorized by State of California Government Section 53600 et. Seq. and the City's investment policy.

SECURITIES RATED BELOW "AA-/Aa3":

Issuer	Par Value	Maturity Date	Rating (S&P/ Moody)
CitiBank NA	1,000,000	1/23/2024	A
PACCAR Finance Corp	1,330,000	8/15/2024	A
Toyota Motor Credit Corp	1,600,000	10/7/2024	A
3M Company	2,000,000	2/14/2025	A
Truist Bank	2,000,000	3/10/2025	A
Toyota Motor Credit Corp	3,000,000	1/9/2026	A
Total	**$10,930,000**		

QUARTER INVESTMENT DECISIONS (excluding LAIF and money market funds):

Maturities

Issuer	Par Value	Maturity Date	Coupon (%)	Yield (%)
Toyota Motor Credit Corp	$1,000,000	7/20/2023	3.419	1.800
Microsoft Corp	2,000,000	8/8/2023	2.000	3.107
	$3,000,000			

CURRENT INVESTMENT STRATEGY:

The effective rate of return on the portfolio was 1.52 percent, an increase of 0.14 percent from 1.38 percent from last quarter and an increase of 0.28 percent from 1.24 percent reported at the same time last year.

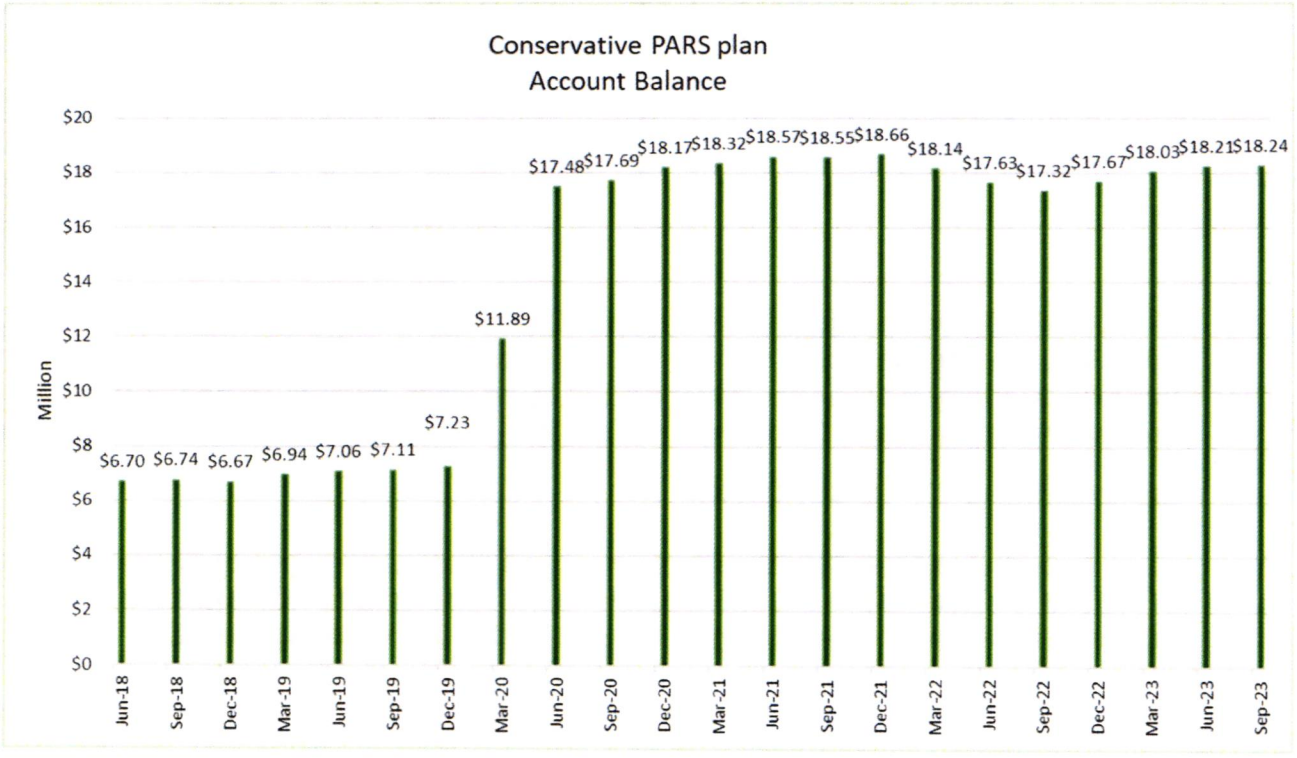
During the first quarter of FY 2023/24, staff continued to be conservative on investment. Staff will continue to monitor cash inflows and outflows taking into consideration anticipated construction costs for large capital projects and unexpected events.

SECTION 115 TRUST FUND

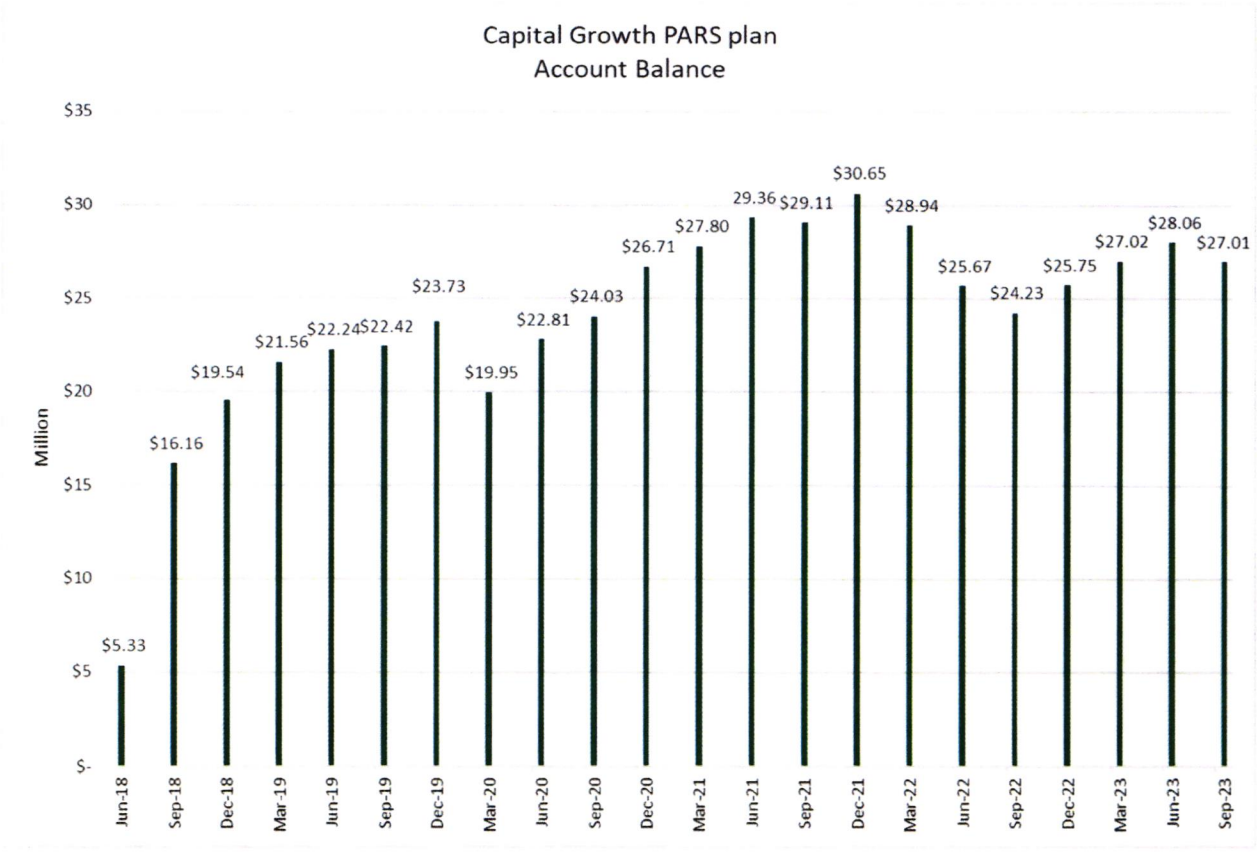
In June 2018, the City Council approved the investment of $28.0 million of various reserves into a Section 115 Trust Fund to help smooth the pension liabilities which are expected to grow in the long run. The investment is made into two separate portfolios, the first one for $6.7 million into a Conservative portfolio which is available to pay the annual unfunded liabilities if necessary, and the second one for $21.3 million into a long-term Capital Growth portfolio.

In February 2020, City Council authorized Finance staff to deposit to and withdraw from the Conservative portfolio an additional amount up to the total annual required CalPERS payment. In March and June 2020, two additional $5.0 million contributions were deposited into the Conservative portfolio for a total of $16.7 million deposited into the Conservative portfolio.

As presented in the chart below, the Conservative portfolio balance was $18.24 million at the end of September 30, 2023, an increase of $0.03 million from the prior quarter. The Conservative portfolio investment return for the quarter ended September 30, 2023 was 0.25 percent, and the inception-to-date annualized return was 3.03 percent.



The second portfolio (Capital Growth) addresses the longer-term pension liabilities with initial investment of $21.3 million. The focus of this portfolio is to earn a higher rate of return over the next ten years or so before we need to draw upon it.



The Capital Growth portfolio balance was $27.01 million at the end of September 30, 2023, a decrease of $1.05 million from the prior quarter. The Capital Growth portfolio quarterly investment return was -3.66 percent, and the inception-to-date annualized return was 5.03 percent.

SAFEKEEPING OF SECURITIES:

The two portfolios total $45.25 million, which are held by a third party for the benefit of the City of Pleasanton at US Bank. US Bank is the contractual agent for PARS trust investments that are managed by Highmark Capital Management.

PUBLIC AGENCY RETIREMENT SERVICES | PARS

CITY OF PLEASANTON
PARS Post-Employment Benefits Trust

Account Report for the Period
9/1/2023 to 9/30/2023

Susan Hsieh
Director of Finance
City of Pleasanton
123 Main Street
Pleasanton, CA 94566

Account Summary

Source	Balance as of 9/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 9/30/2023
PENSION - Short Term	$18,362,744.84	$0.00	-$118,214.38	$5,481.26	$0.00	$0.00	$18,239,049.20
PENSION - Long Term	$28,114,333.99	$0.00	-$1,098,326.15	$8,442.94	$0.00	$0.00	$27,007,564.90
Totals	**$46,477,078.83**	**$0.00**	**-$1,216,540.53**	**$13,924.20**	**$0.00**	**$0.00**	**$45,246,614.10**

Investment Selection

Source	
PENSION - Short Term	**City of Pleasanton**
PENSION - Long Term	**City of Pleasanton - Capital Growth**

Investment Objective

Source	
PENSION - Short Term	Individual Custom Account
PENSION - Long Term	Individual Custom Account

Investment Return

				Annualized Return			
Source	1-Month	3-Months	1-Year	3-Years	5-Years	10-Years	Plan's Inception Date
PENSION - Short Term	-0.64%	0.25%	5.66%	1.39%	3.03%	-	6/21/2018
PENSION - Long Term	-3.91%	-3.66%	11.86%	4.35%	5.03%	-	6/21/2018

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Library and Recreation

TITLE: ADOPT A RESOLUTION APPROVING UPDATED LIBRARY POLICIES RELATED TO 1) PUBLIC ACCESS TO THE INTERNET; 2) LIBRARY MATERIALS RECOVERY; 3) COLLECTION DEVELOPMENT; 4) REQUEST FOR RECONSIDERATION OF MATERIAL FORM; AND 5) INCLUSIVENESS IN MATERIALS STATEMENT

SUMMARY

City staff and the Library Commission have undertaken a comprehensive review and update of several key library policies and a request form, along with the development of a new statement on inclusiveness in materials. The policy revisions represent important changes in technology, ensure compliance with the Federal Children's Internet Protection Act (CIPA) requirements for grant funding, and reflect changes to the City's Master Fee Schedule in 2019.The proposed policies and the inclusiveness statement are grounded in the City's values of integrity, inclusion, innovation, and service.

LIBRARY COMMISSION ACTION

At its meeting on October 5, 2023, the Library Commission considered the five policies and recommended adoption of each by the City Council.

RECOMMENDATION

Adopt a resolution approving updated library policies related to 1) Public Access to the Internet; 2) Library Materials Recovery; 3) Collection Development; 4) Request for Reconsideration of Material Form; and 5) Inclusiveness in Materials Statement.

FINANCIAL STATEMENT

Regarding the proposed *Public Access to the Internet Policy*, CIPA compliance is necessary for the City's library to continue to receive broadband access at a significantly reduced rate through the Consortium for Education Network Institute (CENIC) in California and to qualify for youth grant funding through the Library Service and Technology Act (LSTA). Regarding the proposed *Library Materials Recovery Policy*, there is no direct financial impact; currently $13,000 in revenue is budgeted for library materials fees in the Library and Recreation Administration budget #00150100-361531. Regarding the proposed *Collection Development Policy*, the *Request for Reconsideration of Material Form*, and the *Inclusiveness in Materials Statement*, there is no direct financial impact.

BACKGROUND

Policy revisions and statements reflect evolving public library practices and are important to ensure accurate and current information is provided to the community, the City's library remains in compliance to ensure grant funding, and the City articulates the importance of open and equal access to materials and information.

Public Access to the Internet Policy

The proposed *Public Access to the Internet Policy* (Attachment 1) supersedes and replaces both the library's *Public Access to the Internet Policy* (2001) and the *Policy on Access to Motion Pictures Videos* (1999).

The *Public Access to the Internet Policy* adopted by the Library Commission in 2001 (Attachment 6), and the *Policy on Access to Motion Pictures Videos* adopted by the City Council in 1999 (Attachment 7), require updates to ensure continued adherence to the Children's Internet Protection Act (CIPA). CIPA standards were enacted by Congress in 2001 to address concerns about children's access to obscene or harmful content over the internet. Since 2001, the past two decades have witnessed a substantial growth in both internet content and usage and changes in library media, necessitating adjustments to the policy. The proposed revision to the *Public Access to the Internet Policy* ensures compliance with the current federal government's CIPA requirements, addresses the growing volume of internet content and usage within the library, and reinforces the City's commitment to providing open and free access to library resources for all users.

Library Materials Recovery Policy

The proposed *Library Materials Recovery Policy* (Attachment 2) provides details on fees as well as the materials recovery model, and incorporates the *Library Fine/Fee Waivers* (2017) and the *Defacement of Library Materials Policy* (1999), that were previously approved by City Council. The proposed *Library Materials Recovery Policy* also supersedes the *Library Refund Policy* that was authorized by the City Manager in 2018.

On July 16, 2019, the City Council adopted a materials recovery model for the library. This model amended the Master Fee Schedule to eliminate daily overdue fines, implemented automatic renewal for materials, and retained fees for lost and damaged library materials. The proposed *Library Materials Recovery Policy* (Attachment 2) combines the *Library Fine/Fee Waivers* (2017, Attachment 8), *Library Refund Policy* (2018, Attachment 9), and the *Defacement of Library Materials* (1999, Attachment 10), and aligns with the materials recovery model.

Collection Development Policy and Request for Reconsideration of Material Form

The proposed *Collection Development Policy* (Attachment 3) comprehensively outlines how City staff selects, maintains, and deselects materials for its library collection, and supersedes the *Materials Selection Policy* (2001). The proposed policy also incorporates an updated *Request for Reconsideration of Material Form* (Attachment 4), which replaces the *Patron Comment Regarding Library Materials Form* (2001), to address public concerns regarding library materials.

The existing *Patron Comment Regarding Library Materials Form* (2001, Attachment 11) and *Materials Selection Policy* (2001, Attachment 12) were originally approved by the Library Commission 22 years ago. Staff and the Library Commission identified the need for the proposed *Collection Development Policy* (Attachment 3) to reflect current practices for the selection and maintenance of the library's collection of materials.

Inclusiveness in Materials Statement

This statement aims to articulate the City's commitment to open and free access to library resources and aligns with the updated *Collection Development Policy* and *Request for Reconsideration of Material Form*.

Throughout the history of the United States, attempts to ban books have been made, often without sustained success or benefit to the citizenry. In 2022, the American Library Association reported a surge in book challenges, reaching the highest number of attempted book bans in over two decades. In June 2023, in response to recent attempts to ban books in California, staff and the Library Commission identified the need for an *Inclusiveness in Materials Statement* (Attachment 5).

DISCUSSION

The proposed policies, request form and the *Inclusiveness in Materials Statement* incorporate the City's commitment to open access to a wide variety of materials and information. To ensure that all members of the community are considered in these policies, the Library and Recreation Department's Diversity, Equity, and Inclusion (DEI) workgroup, the IT Department, and the City Attorney's Office reviewed the drafts before they were reviewed by the Library Commission.

The revised *Public Access to the Internet Policy* serves as a definitive guide for internet use in the library. It provides a clear statement about using the internet in a public library setting, technology protection measures for children as required by CIPA, and rules governing use. The proposed revisions comply with CIPA requirements.

The *Materials Recovery Policy* offers detailed information on library loan periods, automatic renewals, member notifications, refunds, fee waivers, lost and damaged items, and fee recovery timelines. By providing clarity and transparency on the process, the policy aims to remove unnecessary barriers, ensure equitable access, and increase circulation and efficient material recovery for all community members.

The updated *Collection Development Policy* details criteria on library materials selection, values regarding access to resources, and ongoing maintenance of the library's collection. The enhanced *Request for Reconsideration of Material Form* provides a detailed review process for any library material that may be requested by a community member. The policy and the form reinforce the City's efforts toward transparency, guided by the principles of evidence-based selection, maintenance, and sustainability of library collections.

The proposed *Inclusiveness in Materials Statement* integrates the *Collection Development Policy* and the *Request for Reconsideration of Material Form* with a review process. It outlines the City's position on its freedom to acquire lawful library materials, its unwavering commitment to oppose attempts to censor library resources and its dedication to respecting individual choice.

Based on the above discussion points, the Library Commission voted on October 5, 2023, to recommend the City Council adopt a resolution approving updated policies related to 1) *Public Access to the Internet Policy*, 2) *Library Materials Recovery Policy*, 3) *Collection Development Policy*, 4) *Request for Reconsideration of Material Form*, and 5) *Inclusiveness in Materials Statement*.

STRATEGIC PLAN ALIGNMENT

Approval of this resolution (Attachment 13) advances the Citywide ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs*, Strategy 3 – Implement high priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.

Submitted by:	Fiscal Review:	Approved by:
Heidi Murphy Director of Library and Recreation	Susan Hsieh Finance Director	Gerry Beaudin City Manager

Attachments:

1. Public Access to the Internet Policy (Proposed)
2. Library Materials Recovery Policy (Proposed)
3. Collection Development Policy (Proposed)
4. Request for Reconsideration of Material Form (Proposed)
5. Inclusiveness in Materials Statement (Proposed)
6. Public Access to the Internet Policy (2001)
7. Policy on Access to Motion Pictures Videos (1999)
8. Library Fine/Fee Waivers (2017)
9. Library Refund Policy (2018)
10. Defacement of Library Materials Policy (1999)
11. Patron Comment Regarding Library Materials Form (1999)
12. Materials Selection Policy (1999)
13. Resolution – Updated Library Policies

THE CITY OF PLEASANTON©

Public Access to the Internet Policy

Pleasanton Public Library's mission is to be the place for all members in the community to "Discover, Connect, and Share." To fulfill this mission, the Library provides free and equal access to resources in a variety of formats to meet the cultural, informational, recreational and educational needs of the diverse community it serves. The Internet is an integral part of resource access.

However, not all information provided through internet sources is accurate, complete, or current, and may be dangerous or offensive to some people. The Library assumes no responsibility for the content or accuracy of information obtained through internet sources. The Library assumes no responsibility for any damages, direct or indirect, arising from its connections to the internet. It should be understood that internet use in a public environment, such as the Pleasanton Library, inhibits any guarantee of privacy. Moreover, all transactions, files and communications may be vulnerable to unauthorized access such as computer hacking by third parties or transmission of compromised data use and, therefore, should be considered public.

Children and the Internet

The Pleasanton Public Library supports parents and guardians in their efforts to guide their children's intellectual and social development. As is the case with other resources in the Library, it is the sole right and responsibility of the parent or guardian to provide any monitoring or restriction of their own child's access to the internet.

Parents or legal guardians are therefore responsible for the following:

1. Monitoring their minor's access to content on the internet. The Library cannot control sites that children may select on the internet, and staff cannot act in place of a parent or guardian to do so.

2. Supervising the safety and security of their minor(s) when using email, social media platforms, instant messaging, and other forms of electronic communications.

3. Preventing unauthorized disclosure, use, and dissemination of personal identification information regarding their minor(s).

4. Preventing unauthorized access, including "hacking," and other unlawful activities by their minor(s) while online.

5. Avoiding a minor's access to materials that a parent or guardian deems harmful to their minor by monitoring all internet use.

Filtering

To the extent practical, technology protection measures (or "internet filters") are used to block or filter the internet, or other forms of electronic communications, or access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking is applied in the children's area of the Library to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Persons wishing to access the internet without these filters are directed to use the computers in the adult area of the Library. Again, Library staff will not prevent a minor from using the computers in the adult area of the Library.

Rules Governing Use

Users of the internet in the Library are expected to use this resource in a responsible and courteous manner, consistent with the purposes for which it is provided, and to abide by any internet-specific rules, regulations and procedures established for its use.

To provide an atmosphere that permits proper use of Library resources, Internet users are not allowed to gather in groups of more than two people per terminal. This rule applies to both desktop and laptop computers being used in the Library building. Library users are asked to respect the privacy of internet users and to refrain from watching over someone's shoulder or otherwise intentionally observing a stranger's use. Time limits for use of terminals are posted in the Library.

Users may not:

- Use the Library's internet terminals for illegal purposes
- Make any attempt to alter or damage computer hardware or software.
- Use the computers to make unauthorized entry into other networks or systems.
- Invade the privacy of others or send harassing or threatening messages.
- Use the Library's internet terminals to view or disseminate illegal images.
- Make unauthorized copies of copyrighted or licensed software or data.

Violations may result in loss of Internet privileges. Any illegal activity involving the Library's internet connections will be subject to prosecution by the appropriate authorities.

THE CITY OF PLEASANTON

Library Materials Recovery Policy

Pleasanton Public Library's mission is to be the place for all members in the community to Discover, Connect, and Share. To fulfill this mission, the library provides free and equal access to resources in a variety of formats to meet the cultural, informational, recreational, and educational needs of the diverse community it serves.

To increase access, circulation, and recovery of library materials and resources, the library does not charge daily overdue fines for Pleasanton Library materials, provides for automatic renewals of Pleasanton Library materials, and offers a variety of phone, email, and text notification methods.

To ensure materials continue to be available for all, the library charges material recovery fees to cover the cost of lost and damaged items.

Loan Periods and Automatic Renewals

- The initial loan period for all Pleasanton Public Library materials is 3 weeks (21 days), with the exception of Lucky Day DVDs, which is 1 week (7 days).
- After the initial 3-week loan period, if a borrowed item is not returned, it will be automatically renewed up to two times (6 weeks or 42 days).
- Items will not be automatically renewed if they are on hold for another member or have previously been renewed twice.

Member Notifications

- The Pleasanton Public Library strives to provide a wide variety of notification methods to help members easily track the due dates of their library materials.
- Library members are automatically notified that an item is due through email notifications or automated phone calls, depending upon account preference.
- Library members may choose to be notified through a text message service, with customizable alerts for account holders and their family members.
- Library members can track due dates on the library web catalog, the library app for mobile devices, or contact the library by phone or in-person with account questions.

Material Recovery Fee Timeline

30 days after due date:

- If an item is not returned within 30 days after its due date, a material replacement fee will be assessed, which is the retail price of the item plus a $5 processing fee. The library member's account will be temporarily suspended.
- If an item is reported lost, a material replacement fee will be assessed, which is the retail price of the item plus a $5 processing fee. The library member's account will be temporarily suspended.
- If an item is damaged, a material replacement fee will be assessed, which is the retail price of the item plus a $5 processing fee. The library member's account will be temporarily suspended.
- If the item is returned in good condition during this period, the material replacement fee and processing fee will be removed, including the temporary suspension on the library member's account.
- If the item is damaged, the library member can pay the material replacement and processing fee, which will remove the temporary account suspension.
- If the item is lost, the library member can pay the material replacement and processing fee, which will remove the temporary account suspension.

60 days after due date:

- If the library member does not return an item within 60 days after being assessed the material replacement fee and processing fee, the library member will receive a collection agency notification for the total fees owed, which is the retail cost of the item including the processing fee plus a collection agency fee.
- The materials recovery process allows up to a total of 123 days[1] to return or pay for an item before the account is referred to the collection agency.

  Purchasing a replacement item to eliminate the lost/damage cost is not accepted due to edition and cataloging issues.

Material Replacement Refunds

- The replacement cost of the item is refundable, minus the processing fee, if it is returned in good condition within 90 days of the paid date, with the exception of LINK+ items.
- Refunds are issued in the form of a check payable to the library member and mailed to the address on file in the library card account.

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[1] Total days depends on type of item, whether item was on hold, and renewals.

Fee Waivers

- Fees may be waived for library members due to special circumstances, such as, but not limited to technical difficulties with the circulation system, lost items that have been recovered, workflow constraints at the returns outlet, emergency facility closures, and Library Commission-approved fee amnesty days.
- When determining individual fee waivers, library staff may consider any number of reasonable factors, including, but not limited to a library member being unaware of library policies with regard to fees; a library member who is unable to pay the entire amount owed due to personal hardship; personal emergencies and extenuating life circumstances; or a library member who has paid a fee and can provide supporting documentation.
- Member Services staff assess the damage of a returned item. If the damage is beyond normal wear and tear, such as pages missing, liquid damage, animal damage, etc., staff will notify the library member about the damage and bill the library member for the replacement cost.
- All items subject to material replacement are kept in the library for six months for library members to review before an item is paid for.
- If a library member disputes the charge of a damaged library item, the library member can discuss the item with Library Administration for further review.

LINK+ Lending Service

- The LINK+ lending service is a collaborative system that allows Pleasanton Public Library members to borrow materials from participating public and university libraries in California.
- Fines and replacement fees on these materials will continue to be charged per the LINK+ consortium agreement.

THE CITY OF PLEASANTON

Collection Development Policy

I. Mission

Pleasanton Public Library's mission is to be the place for all members in the community to "Discover, Connect, and Share." To fulfill this mission, the library provides free and equal access to resources in a variety of formats to meet the cultural, informational, recreational and educational needs of the diverse community it serves. The Library Collection Development policy addresses these goals by articulating its position on the selection and maintenance of its collection of materials.

II. Selection

Pleasanton Library staff are responsible for the selection of physical and digital library materials. The library provides an assortment of physical and digital titles that resonate personally at the individual level, while offering avenues of connection into the diversity of human experience. To develop such a collection, library staff utilize analytics, professional reviews, curated lists, and trade journals during the selection process. Titles are generally selected according to the following criteria:

a. Demonstrated community interest, need, or demand of patrons
b. Quality, including accuracy, clarity, and usability
c. Merit, awards, or critical acclaim
d. Reputation of author and/or publisher
e. Contemporary significance or permanent value
f. Relevance to the experience and contributions of diverse populations
g. Extent to which the subject matter is already represented in the collection
h. Local history and interest
i. Budgetary and space considerations

The selection of library materials is based on the entire work and not chapters or sections, and materials need not meet every criterion to be selected. Materials are selected which are appropriate to public libraries and meet the needs and interests of the community. Interlibrary loan service is also available to give Pleasanton patrons access to larger, more specialized collections.

Demographic composition, along with the above criteria, informs the acquisition of non-English materials, and will continue to evolve with the community. The library develops smaller collections of Spanish and Asian languages books, digital newspapers and

learning tools in multiple languages, as well as an "International DVD" section representing over 40 languages.

III. Free and Equitable Access to Information

The library affirms that free and equitable access to information resources supports an enlightened citizenry, which is interpreted from the American Library Association's (ALA) *Library Bill of Rights*. As a public space, the library functions as an impartial repository of materials, where stories and ideas from different walks of life may be discovered and borrowed without hindrance, thereby upholding the values of intellectual freedom. Furthermore, the Library acknowledges the right and responsibility of parents and guardians to determine their children's use of library materials.

IV. Collection Maintenance

In order to maintain a vital and relevant collection, library staff regularly assess library materials and digital resources for condition, accuracy, and usage. Staff make these assessments through both direct examination and usage data, and adhere to the principles stated in the ALA's *Evaluating Library Collections* statement.

Library materials that have been lost or damaged may be replaced using the same criteria as was used for selection. Other factors considered when deciding on replacements include the current number of duplicate holdings (copies), availability of newer materials on the subject, existence of adequate coverage of a subject, and demand for a specific title.

Deselection of materials, or weeding, is essential to maintain the quality, relevance, and purpose of library collections and involves the removal of items from the collection. Library staff deselect items based upon several factors including publishing date, physical condition, community interest, availability of newer or more valid titles, and space limitations.

Deselected materials are donated to the Friends of the Pleasanton Library nonprofit group. The Friends of the Library may then choose to further donate materials, resell materials with proceeds benefiting the library, or ship materials for recycling.

V. Reconsideration of Materials

Patrons may share their concerns regarding the content of a particular title by filling out and submitting a *Request for Reconsideration of Materials* form. Library staff will review the form and provide a written response within 30 days of receipt.

THE CITY OF
PLEASANTON©

Request for Reconsideration of Material Form

The Pleasanton Public Library has established a procedure for gathering input about a specific material. Completion of this form is the first step in that procedure. If you wish to request reconsideration of a material, please return the completed form to the library.

Pleasanton Public Library | 400 Old Bernal Ave. Pleasanton, CA 94566

Date _____

Name _____

Address _____

City _____ State/Zip _____

Phone _____ Email _____

Do you represent self?___Or an organization?___Name of Organization _____

1. Material on which you are commenting:

___Book (e-book) ___Magazine ___Digital Resource ___Newspaper
___Movie ___Audio Recording ___Game ___Other

Title_____

Author _____

Have you examined the entire material? ___Yes ___No

2. What brought this material to your attention?

_____

_____

3. What concerns you about the material?

_____

_____

4. Are there material(s) you suggest providing for additional information and/or other viewpoints on thistopic?

_____

_____

5. What action are you requesting the library consider?

Library staff will review the form and provide a written response within 30 days of receipt.

THE CITY OF
PLEASANTON

Inclusiveness in Materials Statement

Pleasanton Public Library's (Library) mission is to be a place for all members in the community to "Discover, Connect, and Share" and is guided by the Library and Recreation Department's values of integrity, inclusiveness, innovation, customer service, and collaboration. To fulfill its mission and values, the Library is dedicated to free and equal access to resources in a variety of formats to meet the cultural, informational, recreational, and educational needs of the diverse community it serves.

This statement articulates the Library's position on its freedom to acquire lawful materials without content limitations, and the Library's commitment to oppose attempts to ban, remove, or otherwise restrict library patrons' free and open access to books, materials, information, and resources. In doing so, this statement reinforces the Library's commitment to a patron's individual choice.

Book Challenges in Public Libraries

Books have been banned throughout the history of the United States, without sustained success or benefit to its citizenry. Removing or denying access to resources based on personal bias, prejudice, or because the materials may be viewed as controversial or objectionable, is a form of censorship which is constitutionally restricted.

The American Library Association's (ALA) Library Bill of Rights, a set of guiding principles originally adopted in 1939, outlines free and equitable access to information to support an enlightened citizenry. The American Library Association launched Banned Books Week in 1982 in response to a surge in the number of challenges to books in schools, bookstores, and libraries. The event highlights the value of free and open access to information and brings together community members, librarians, booksellers, publishers, journalists, and teachers in shared support of the freedom to seek and express ideas. Banned Books Week is celebrated each year in October to highlight these important freedoms.

Despite these efforts, the American Library Association's Office for Intellectual Freedom reported that book challenges in the United States nearly doubled between 2021 and 2022, reaching the highest number of attempted book bans since ALA began compiling data about censorship in libraries more than 20 years ago.

Individual Choice in Libraries

The Library affirms the right for individuals to make their own decisions about their use of library materials and information. The Library is a public space established for the

community and serves as an impartial repository of materials that encompass stories and ideas from different walks of life, that may be discovered, borrowed, and viewed without hindrance. Concerns and disagreements may arise regarding the specific content of library materials, and these differences of opinion are important in a democratic society.

Role of Parents and Guardians in the Library

The American Library Association's Bill of Rights strongly supports the vital role of parents and guardians in helping their children develop fundamental reading skills, in determining their children's use of library materials, and in guiding their children's reading, viewing and listening, as appropriate for their personal stages and individual beliefs. These rights and responsibilities are acknowledged by the Library.

As part of its commitment to collaboration and customer service, Library staff are trained and prepared to assist families by providing curated book lists, professional review sources, and recommendations of library materials for each child's individual reading stages, needs, and interests.

Library Collection Development Policy

Library staff select and maintain a wide range of materials for the community under the guidance of the Library's Collection Development Policy. This policy outlines selection criteria that consider community needs and interests, the quality and merit of materials, contemporary significance, relevance to diverse populations, collection gap areas, local history, as well as budgetary and space limitations. Each of the selection criteria reflects the five departmental values of integrity, inclusiveness, innovation, customer service, and innovation.

Reconsideration of Library Materials Form

The Library maintains a process for patrons to request a reconsideration of any materials in the Library's collection. The Request for Reconsideration of Materials form asks that the requestor state their concerns, indicate that they have read or viewed the material in its entirety, and provide specific information related to the concern. Upon receipt of the form, staff will review each request using the Collection Development Policy as the basis for the determination. Responses are provided within 30 days of submission.

The Library values this process for patron input and welcomes community feedback regarding its selection of materials.

THE CITY OF PLEASANTON

Public Access to the Internet Policy

The Pleasanton Public Library provides public access to the Internet in support of its role as a key provider of services and materials to support the informational, educational, and recreational needs of people in our community.

The Internet offers access to a wealth of information from around the world, which can be personally, professionally, or culturally enriching. But, because the Internet is a vast and unregulated network, it also enables access to information, images and commentary beyond the confines of the Library's collection, mission, selection criteria and collection development policies. Because of this access, and because sites change often and unpredictably, the Library cannot protect users from information and images which they might find offensive or disturbing.

Information found on the Internet may not be accurate, current or complete. Library customers are advised to exercise critical judgment in evaluating the validity of any information they find on the Internet. The Pleasanton Public Library does not monitor nor does it have any control over the information accessed through its Internet terminals. The Library assumes no responsibility for any damages, direct or indirect, arising from its connections to the Internet.

Providing Internet access at public terminals involves adapting what is ordinarily a private instrument, the personal computer, to a public setting. When using a Library computer, privacy cannot be guaranteed. Users in turn are cautioned that the Library computers on which the public can access the Internet are in public areas, which must be shared by library users of all ages, backgrounds and sensibilities. Individuals are asked to consider this and to respect the sensibilities of others when accessing potentially offensive information and images. Use of Library terminals for viewing or disseminating illegal images is not permitted.

Users are cautioned that the Internet is not a secure medium and the privacy of electronic communication cannot be guaranteed. All transactions, files and communication are vulnerable to unauthorized access and use and, therefore, should be considered public.

Children and the Internet

The Pleasanton Public Library supports parents and guardians in their efforts to guide their children's intellectual and social development. Parents are encouraged to review the guidelines for Internet use in the pamphlet, *Child Safety on the Information Highway*, which is available at the library and to discuss appropriate use with their children. As is the case with other resources in the Library, it is the sole right and responsibility of the parent or guardian to provide any monitoring or restriction of their own child's access to the Internet.

Filtering

The Pleasanton Public provides a choice between unfiltered access and filtered access on workstations in the adult area of the library and filtered access on workstations in the children's area of the library. Pleasanton's policy continues to be open access for all. Children may use the adult and young adult collections and adults may use the children's collection. Similarly, children can use the adult area Internet workstations where they have the choice of filtered or unfiltered access. This model continues the Library's policy that parents are responsible for their own children's use of the Internet. Library staff will not monitor the age of people using unfiltered workstations.

This policy and practice supports the Library's traditional commitment to intellectual freedom by providing a choice to the user and by protecting public access to constitutionally protected speech on the Internet. At the same time, it provides the option of filtered access for children to respond to the concerns of parents and other adults about children's access to hard-core pornography on the Internet.

Rules Governing Use

Users of the Internet in the Library are expected to use this resource in a responsible and courteous manner, consistent with the purposes for which it is provided, and to abide by any Internet-specific rules, regulations and procedures established for its use.

To provide an atmosphere that permits proper use of Library resources, Internet users are not allowed to gather in groups of more than two people per terminal. Library users are asked to respect the privacy of Internet users and to refrain from watching over someone's shoulder or otherwise intentionally observing a stranger's use. Time limits for use of terminals are posted in the Library.

Users may not:

- Use the Library's Internet terminals for illegal or unethical purposes.
- Make any attempt to alter or damage computer hardware or software.
- Use the computers to make unauthorized entry into other networks or systems.
- Invade the privacy of others or send harassing or threatening messages.
- Use the Library's Internet terminals to view or disseminate illegal images.
- Make unauthorized copies of copyrighted or licensed software or data.

Violations may result in loss of Internet privileges. Any illegal activity involving the Library's Internet connections will be subject to prosecution by the appropriate authorities.

Revised and Approved by the Pleasanton Public Library Commission, April 12, 2001.

Pleasanton Public Library
Policy on Access to Motion Picture Videos

The Pleasanton Public Library provides open access to its collections, including books, sound recordings, video recordings and electronic media to all patrons without regard to age. Any monitoring or restriction of a child's use of library materials is the responsibility of the parent or legal guardian. Children's librarians are available to give selection guidance.

Adopted by the Pleasanton City Council December 7, 1999.

THE CITY OF PLEASANTON

Library Fine/Fee Waivers

Purpose

Occasionally customers ask for fines/fees in their library accounts to be waived. Sometimes it is apparent to staff that fines/fees in a customer's record should be waived. This policy will serve to establish guidelines for staff assisting customers with overdue fine or fee issues, and promote equity and consistency in waiving customers' fines/fees.

Policy

In accordance with the following guidelines and using good judgment, staff may waive customers' fines/fees when appropriate.

Scope

This policy applies to all library fines and fees.

Procedures

The following guidelines are to be used when a fine waiver is requested.

Reasons to waive customer fines:

- Circulation system was down during the time in question.
- Customer had previously submitted a claims returned on an item that has now been located in the library. Any fine associated with that item should be waived.
- Customer returned item to another library system and it has been returned to us. Fines associated with this item should be waived.
- Due to workload, individual outlet may not complete day's check-ins. Outlet's calendar is marked accordingly and partial waiver can be granted if customer's fine was affected by heavy workload. LINK+ items, which are checked in immediately, are exempt from this provision.
- When a borrower returns items in damaged condition it is not always possible to process them immediately. If fines are accrued between the date of return and the date staff process the item, fines are to be waived.
- The Library has specific authority to hold a fine amnesty day annually or bi-annually based upon recommendation from the Library Commission.

Reasons to consider waiver of customer fines:

- Customer claims to have paid fines previously and has receipt with corresponding data.
- Complications with a customer who had been unaware of library policies with regard to fines. Customer is given a full explanation of fine structure and all or a portion of fines are waived as a good will gesture.
- Customer is paying for a number of fines or lost books. If the amount is large and the customer is unable to pay the entire amount, an agreement may be reached between a supervisor and the customer. This decision may involve the possibility of partial payment, payment at a later date or over an extended period of time. Customer pays amount agreed upon and the remainder of the fine is waived. This may include processing fees.
- Customer claims to have paid fines previously or that the items in question were returned on time. If this cannot be corroborated by a downtime calendar, receipt, or customer's online catalog system record, a staff member or supervisor must decide whether or not to accept the claim of the customer. There are situations where the customer's claim is convincing enough to support the decision to waive fines.
- Hardship situations occur, such as death in the family or hospitalization. Although borrower fines are not automatically waived due to hardship situations, there are occasions when the situation warrants a waiver. The staff member makes his or her decision on a case-by-case basis.

Financial Reporting:

At the end of each fiscal year, Library staff will provide the City's Finance Department with a summary of the total number of fines/fees waived, along with the total dollar amount of those fines/fees that were waived.

Adopted by the Pleasanton City Council, May 16, 2017.

Approved by the Library Advisory Commission, April 13,2017.

THE CITY OF PLEASANTON

Administrative

Policy: Library Refund Policy

Purpose

To establish a consistent policy for material refunds.

Policy

The cost of a lost and paid item is refundable, minus the processing fee, if it is returned in good condition within 90 days of the paid date, with the exception of Link+ items. The library does not accept the replacement of a lost item in lieu of payment.

Procedure

If a library member pays for an item and subsequently finds it within 90 days of the paid date, the library member may request a refund. Refunds are issued in the form of a check payable to the library member and mailed to the address on file in the library card account.

Distribution approved:

Nelson Fialho, City Manager

Established: May 3, 2018
Distribution Date: May 24, 2018

THE CITY OF PLEASANTON

Defacement of Library Materials

It is the policy of the Pleasanton Public Library that patrons who deliberately deface library materials shall be billed an amount which will recover the whole cost of replacing the item damaged, whether with the same or with an alternative title. Defacing library materials is a misdemeanor under the law (California Education Code Section 19910).

Patrons who deliberately deface library materials shall be denied library services by having their cards set delinquent for up to two years. Such patrons will be notified of this action by a letter from the Library Director.

Library Supervisors may use their discretion in applying this policy in the case of children or others who may be unfamiliar with public libraries.

Adopted by the Pleasanton City Council, May 18, 1999.

Approved by the Library Advisory Commission, March 11, 1999.

THE CITY OF PLEASANTON

Public Library

Patron Comment Regarding Library Materials

All comments submitted will be given to the Director of Library Services, who will send the patron a written reply.

PATRON:

Name: _____

Address: _____

_____

Telephone: _____

If you are acting as the official spokesperson for an organization, please specify:

_____

LIBRARY MATERIAL ON WHICH YOU ARE COMMENTING:

☐ Book ☐ Periodical ☐ Film ☐ Other (specify) _____

Title: _____ Have you read the entire book?

Author: _____ ___Yes ___No

Please comment on the material as a whole and be specific about those matters which concern you.

Comment: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Use reverse side for additional comment.)

Approved by Library Advisory Commission, March 8, 2001.

THE CITY OF PLEASANTON

Materials Selection Policy

The Pleasanton Public Library provides access to materials in a variety of formats which meet the recreational, informational and cultural needs of the Pleasanton community. The Library provides dynamic collections of materials about a variety of subjects for users of all ages and levels of experience.

The Library staff are responsible for the selection of materials within the limitations of space within the library building and the availability of materials. Professional reviews and basic lists of standard works for public libraries are used in the selection of materials. Materials are selected which are appropriate to public libraries and meet the needs and interests of the Pleasanton community. Interlibrary loan service is also available to provide local library users with access to larger, more specialized collections.

The library does not endorse the beliefs or viewpoints of those whose works are represented in its collections, but recognizes that serious works which present an honest aspect of life or of some human problems are selected for their positive values and are not necessarily excluded for frankness of expression. The library selects materials which enable the citizen to form his or her own opinions. Therefore, it provides material, possibly argumentative, representing diverse points of view.

The Pleasanton Public Library is dedicated to a selection of materials of the highest quality, based upon principle rather than personal opinion, reason rather than prejudice, and judgment rather than censorship.

Approved by the Pleasanton Public Library Commission, April 12, 2001.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ADOPTING UPDATED LIBRARY POLICIES FOR: 1) PUBLIC ACCESS TO THE INTERNET; 2) LIBRARY MATERIALS RECOVERY; 3) COLLECTION DEVELOPMENT; 4) REQUEST FOR RECONSIDERATION OF MATERIAL FORM; AND 5) INCLUSIVENESS IN MATERIALS STATEMENT

WHEREAS, the library policies: *Public Access to the Internet Policy* (2001), *Public Access to Motion Pictures Videos* (1999), *Library Fine/Fee Waivers* (2019), *Materials Selection Policy* (2001), and *Defacement of Library Materials Policy* (1999); and form: *Patron Comment Regarding Library Materials Form* (2001), are outdated or no longer current; and

WHEREAS, the policy revisions represent important changes in technology, ensure compliance with the Federal Children's Internet Protection Act (CIPA) requirements for grant funding, and reflect changes in the City Fee Schedule in 2019; and

WHEREAS, there is a need to add an *Inclusiveness in Materials Statement* to outline the Library's position on its freedom to acquire lawful materials, its unwavering commitment to opposing attempts to censor library resources and its dedication to respecting individual choice.

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

SECTION 1. Adopts the following Library policies and form as shown in the exhibits attached to this resolution:

1) Public Access to the Internet Policy
2) Library Materials Recovery Policy
3) Collection Development Policy
4) Request for Reconsideration of Material Form
5) Inclusiveness in Materials Statement

and repeals the policies and form described in the first Recital paragraph, above.

SECTION 2. City Clerk shall certify to 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 November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Library and Recreation

TITLE: ADOPT RESOLUTIONS ACCEPTING TWO CALIFORNIA STATE LIBRARY GRANTS FOR ADULT LITERACY SERVICES IN THE AMOUNT OF $43,776 FOR FISCAL YEAR 2023/24 AND ENGLISH-AS-A-SECOND-LANGUAGE SERVICES IN THE AMOUNT OF $61,071 FOR FISCAL YEAR 2023/24; AND APPROVE BUDGET AMENDMENTS IN THE MISCELLANEOUS GRANT FUND

SUMMARY

As a California public research institution, the California State Library directs state and federal funds to support local public libraries, as well as statewide programs and services. The City has been awarded two funding opportunities through the following California State Library grants, for Adult Literacy Services and for English-as-a-Second Language (ESL) Services. Acceptance of these grants will support the implementation of literacy and English-as-a-Second-Language services to the Pleasanton community.

RECOMMENDATION

Adopt resolutions accepting two California State Library Grants for Adult Literacy Services in the amount of $43,776 for Fiscal Year 2023/24 (Attachment 1) and for English-as-a-Second-Language Services in an amount of $61,071 for Fiscal Year 2023/24 (Attachment 2), and amend the FY 2023/24 budget appropriation for the Miscellaneous Grant Fund.

FINANCIAL STATEMENT

For the Adult Literacy Services grant, $43,776 has been awarded for staff salaries, literacy materials and operations; for the English-as-a-Second Language (ESL) Services grant, $61,071 has been awarded for staff salaries, literacy materials and operations. Staff estimated grant amounts to be included in the FY 2023/24 budget; based on actual grant funding awarded for these programs, budget amendments are necessary to decrease the Adult Literary Services grant revenue appropriation in account #11652102-331234-14815 by $6,224 and increase the ESL Services grant revenue appropriation in account #11652102- 331234- 23815 by $71.

BACKGROUND

The library has provided Adult Literacy Services since 1985 and continued to do so following the library's transition from a branch of the Alameda County Library system to an independent City library in 1999. Then known as the Pleasanton READS Project, the program was initially supported exclusively by the City's General Fund as part of the library operations budget. The program served adult learners of English by supporting reading, writing, conversation skill acquisition, and preparation for standardized tests and the United States citizenship test with the help of library-trained volunteers.

Since 2006, Pleasanton has received California Library Literacy Services (CLLS) funding, administered by the California State Library under the direction of the State Librarian. More recently, in FY 2021/22, the City received $50,276 in library grant funding which was used to pay for partial salaries and benefits for a four-member grant team, in-service training workshops for volunteers, resources used by staff and participants, ongoing LTE wireless service for Chromebook laptops, and supplies and printing. The library provides learners and tutors with all necessary supplies, materials, and resources, plus meeting space for program participants. In 2022, CLLS awarded the City with an Adult Literacy Services grant and a new supplemental grant to build ESL services in the amounts of $48,639 and $61,071, respectively. Those grants served a combined total of 291 adult English-language learners and 126 volunteer tutors, which represented a 300 percent increase in adult learners served, up from 97 learners in FY 2021/22. Learner feedback indicates that these opportunities fill critical needs that include speaking English and language fluency, building community connections and utilizing unique supports not found elsewhere in the community such as Wi-Fi, computers, printing, books and materials, and library programs.

DISCUSSION

For FY 2023/24, the Adult Literacy Services grant will continue to support the existing grant and City-funded Pleasanton Reads program, while the ESL Services grant will expand the program to individuals who have not been traditionally served in the prior grant cycles.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the following Citywide ONE Pleasanton strategic plan goals of *Building a Community Where Everyone Belongs*, Strategy 1 – Apply strategies from the City diversity, equity, and inclusion (DEI) action plan to increase equitable access to City programs and services for the community, and Strategy 3 – Implement high priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.

Submitted by:	Fiscal Review:	Approved by:
Heidi Murphy Director of Library and Recreation	Susan Hsieh Finance Director	Gerry Beaudin City Manager

Attachments:

1. Resolution – Adult Literacy Services Grant
2. Resolution – English as a Second Language Grant

ATTACHMENT 1

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING STAFF TO ACCEPT THE CALIFORNIA STATE LIBRARY GRANT FUNDS FOR ADULT LITERACY SERVICES FOR FISCAL YEAR 2023/24

WHEREAS, the California State Library supports libraries with state funded and federally funded grants, statewide subscriptions to electronic resources, and statewide initiatives with partners offering further resources; and

WHEREAS, the Pleasanton Public Library's Adult Literacy Services Grant application was selected for grant funding, which will be used to enhance services to the Pleasanton community.

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

SECTION 1. Authorizes the City Manager to accept the California State Library grant funds for California Library Literacy Services in the amount of $43,776, as referenced in Exhibit A, and execute all necessary documents required by the grant program.

SECTION 2. 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 November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CALIFORNIA STATE LIBRARY

September 7, 2023

Heidi Murphy
Pleasanton Public Library
400 Old Bernal Avenue
Pleasanton, CA 94566

Dear Ms. Murphy,

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues California Library Literacy Services funding at $4.82 million for adult literacy services and $2.5 million for family literacy services.

Your total award amount for the 2023-2024 fiscal year beginning July 1, 2023, is:

- Adult Literacy Services: $43,776
- **Total Award: $43,776**

Please note: This year your Adult Literacy Services award amount differs $ 1 from your projected award amount. You will need to complete a Budget Modification Form to allocate the additional funds.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your Adult Literacy Services Award:

- 90% of the Adult Literacy Award: $39,398
- **Total Initial Award Amount: $39,398**

Information about claiming the remainder of your award is included in the payment schedule at the end of your award packet.

Your funds must be encumbered by June 30, 2024, and fully expended, in accordance with your approved budget on file with the State Library, by December 31, 2024. Encumbered funds are those that have been deposited in

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

CALIFORNIA STATE LIBRARY

the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

To ensure program expenditures are consistent with the California Library Literacy Services allowable expenses, please review the California Library Literacy Services Allowable and Unallowable Expenses guidelines. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the CLLS Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov, with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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CALIFORNIA STATE LIBRARY

Fiscal Office, stategrants.fiscal@library.ca.gov
Julie Eseltine, jeseltine@cityofpleasantonca.gov
Lori Carducci, lcarducci@cityofpleasantonca.gov

Enc: Re: CLLS23-60: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

THE BASICS – YOUR GRANT AWARD

The following provides basic information about your grant and managing your grant.

Award #:	CLLS23-60
Library:	Pleasanton Public Library
Total Award Amount:	**$43,776**

APPROVED ALS BUDGET

Salary and Benefits	$35,350
Contract Staff	$ 0
Operations	$2,425
Library Literacy Materials	$6,000
Small Equipment	$ 0
Equipment ($5,000 or more per unit)	$ 0
Subtotal	$43,775
Indirect	$ 0
Award Difference to be Adjusted (included in grant total below)	$ 1
Grant Total	**$43,776**

Start Date:	Upon execution
End Date:	June 30, 2024

Please understand that it can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

Pleasanton Public Library

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

400 Old Bernal Avenue, Pleasanton, CA 94566

SIGNED **DATE**

DocuSigned by:
Gerry Beaudin
3239C91940BF4B6...

9/13/2023

Signature - Authorized representative

Gerry Beaudin City Manager

Typed/Printed Name and Title of Authorized Representative

gbeaudin@cityofpleasantonca.gov

Email address of authorized representative

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PROJECT INFORMATION:

Invoice #: CLLS23-60

Project Title: California Library Literacy Services

Grantee: Pleasanton Public Library

Funding Start Date: Upon execution

Term Completion: June 30, 2024

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Total Award: $43,776

PAYMENT SCHEDULE:
Libraries receive 90% of their Adult Literacy Services award upon receipt of the award letter.

Libraries receive the final payment of their Adult Literacy Services award after successful completion of the CLLS Mid-Year Report form.

Note: Libraries have 18 months to spend their California Library Literacy Services award funds, from July 1, 2023, in which the funds are awarded until December 31 the following year.

	Adult Literacy Services	Total Allocation
Initial Payment	**$39,398**	**$39,398**
Final Payment	**$4,378**	**$4,378**
Total:	**$43,776**	**$43,776**

REPORTING:
Libraries will be required to submit a mid-year financial and narrative report and a final report. Reminder emails will be sent out beginning six weeks before the required report is due.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-year Financial and Narrative Report	Due January 31, 2024
Final Report	Due September 30, 2024

Note: A budget modification form will be required for <u>all</u> budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31st.

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CALIFORNIA
STATE LIBRARY

STATE FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

TABLE OF CONTENTS

PROJECT SUMMARY 2

PROCEDURES AND REQUIREMENTS

A. Term of the Agreement 3
B. Scope of Work 3
C. Budget Detail 3
D. Narrative and Financial Reports 4
E. Claim Form and Payment 5

EXHIBIT A: TERMS AND CONDITIONS 7

EXHIBIT B: CERTIFICATION AND COMPLIANCE FORM 22
Certification 25

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES 27

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

CALIFORNIA STATE LIBRARY

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Pleasanton Public Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS23-60

This Award Agreement ("Agreement") is entered into on July 1, 2023, by and between the California State Library ("State Library") and Pleasanton Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $43,776 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2023, and ends June 30, 2024. The project's final expenditure date is December 31, 2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project's final encumbrance period ends on June 30, 2024, and all eligible program costs must be expended by December 31, 2024.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

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the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2024
July 1 – June 30	Final Report Due	September 30, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

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2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to

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either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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CALIFORNIA STATE LIBRARY

EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

      "Funding provided by the State of California."

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c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

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completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Pleasanton Public Library
Heidi Murphy
400 Old Bernal Avenue
Pleasanton, CA 94566
hmurphy@cityofpleasantonca.go
v
(925) 931-3406

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.jeffredo@library.ca.gov
(916) 603-6709

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either

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directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

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1) The dangers of drug abuse in the workplace.
2) The Grantee's policy of maintaining a drug-free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments.

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute, or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $43,776 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,

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§11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications, or

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provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

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g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other

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format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

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d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
    - $39,398 upon execution of the agreement and submission of claim by the grantee organization.
    - If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $4,378.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian

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shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

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50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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CALIFORNIA STATE LIBRARY

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $43,776. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:

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1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: City of Pleasanton	**Address** *(official and complete)*: 123 Main Street, PO Box 520, Pleasanton, CA, 95466-0802
PROJECT COORDINATOR	
Name: Heidi Murphy	
Email: hmurphy@cityofpleasantonca.gov	**Phone**: 925-931-03406
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Gerry Beaudin	**Title**: City Manager
Email: gbeaudin@cityofpleasantonca.gov	**Phone**: 925-931-5002
Signature: DocuSigned by: Gerry Beaudin 3239C91940BF4B6...	**Date**: 9/13/2023

DocuSign Envelope ID: 9145901C-086E-4E66-A344-FEEE32AD4436

CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name: City of Pleasanton	**Address** *(official and complete)*: 123 Main Street, PO Box 520, Pleasanton, CA, 94566-0802
AUTHORIZED REPRESENTATIVE	
Signature: DocuSigned by: Gerry Beaudin 3239C91940BF4B6...	**Date**: 9/13/2023
Printed Name of Person Signing: Gerry Beaudin	**Title**: City Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: DocuSigned by: Greg Lucas BDA50981C41C416...	**Date**: 9/11/2023
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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CALIFORNIA STATE LIBRARY

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

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CALIFORNIA STATE LIBRARY

24 August 2023

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

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CALIFORNIA STATE LIBRARY

CALIFORNIA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
1st PAYMENT

Grant Award #:	CLLS23-60	**Date:**	9/13/2023
Invoice #:	CLLS23-60-01	**PO #:**	6729
Payee Name:	Pleasanton Public Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	123 Main Street, PO Box 520, Pleasanton, CA, 94566-0802 Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$39,398 (Payable Upon Execution of Agreement)	**Type of Payment:**	☒ PROGRESS
Grantee Name:	Pleasanton Public Library (Name on Award Letter and Agreement)		☐ FINAL ☐ IN FULL
Project Title:	California Library Literacy Services		☐ AUGMENT
	For Period From: upon execution to end of grant period		

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By DocuSigned by: Gerry Beaudin 3239C91940BF4B6...

(Signature of the Authorized Representative)

Gerry Beaudin — (Print Name)

City Manager — (Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2023
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: N/A

ITEM NO: 6120-213-0001, Chapter 12, Statutes of 2023
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By DocuSigned by: Yesenia Udarbe 1081351365FD493...

(State Library Representative)

Date 9/13/2023

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ATTACHMENT 2

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING STAFF TO ACCEPT THE CALIFORNIA STATE LIBRARY GRANT FUNDS FOR ENGLISH AS A SECOND LAGUAGE SERVICES FOR FISCAL YEAR 2023/24

WHEREAS, the California State Library supports libraries with state funded and federally funded grants, statewide subscriptions to electronic resources, and statewide initiatives with partners offering further resources; and

WHEREAS, the Pleasanton Public Library's English-as-a-Second-Language Services Grant applications were selected for grant funding, which will be used to enhance services to the Pleasanton community.

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

SECTION 1. Authorizes the City Manager to accept the California State Library grants funding for English-as-a-Second-Language Services Grant in the amount of $61,071, as referenced in Exhibit A and execute all necessary documents required by the grant programs.

SECTION 2. 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 November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CALIFORNIA STATE LIBRARY

July 12, 2023

Heidi Murphy
Pleasanton Public Library
400 Old Bernal Avenue
Pleasanton, CA 94566

Dear Ms. Heidi Murphy,

We're pleased to provide funds to support your English as a Second Language program and the important work that you, your staff, and your volunteers do for your community through the California Library Literacy Services program.

In 2021-2022, the state budget included one-time California Library Literacy Services funding at $15 million for English as Second Language Services. These funds will be allocated over a five-year period. This award letter covers Year 3 of funding between July 1, 2023, and June 30, 2024.

Your total award for the 2023-2024 fiscal year beginning July 1, 2023, is:

- **Total Award: $61,071**

Your funds must be fully expended by June 30, 2024, in accordance with your approved budget on file with the State Library. The budget listed in your award packet indicates your original grant request. Your library may have to submit a new budget for review and approval to reflect your 2023-2024 English as a Second Language Services award.

To ensure that program expenditures are consistent with the California Library Literacy Services allowable expenses, please review the California Library Literacy Services Allowable and Unallowable Expenses guidelines. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the CLLS Mission, Values, and Program

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

CALIFORNIA STATE LIBRARY

Essentials. Additional California Library Literacy Services resources can also be found on the California Library Literacy Services webpage.

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff is available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov, with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Fiscal Office, stategrants.fiscal@library.ca.gov
Julie Eseltine, jeseltine@cityofpleasantonca.gov
Lori Carducci, lcarducci@cityofpleasantonca.gov

Enc: Re: ESL21-3-34: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

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THE BASICS – YOUR GRANT AWARD

The following provides basic information about your grant and managing your grant.

Award #:	ESL21-3-34
Library:	Pleasanton Public Library
Total Award Amount:	**$61,071**

ESL GRANT REQUEST

Salary and Benefits	$59,041
Contract Staff	$0
Operations	$425
Library Literacy Materials	$3,938
Small Equipment	$0
Equipment ($5,000 or more per unit)	$0
Subtotal	$63,404
Indirect	$0
Award Difference to be Adjusted (included in grant total below)	**-$2,333**
Grant Total	**$61,071**

Start Date:	Upon execution
End Date:	June 30, 2024
Please understand that it can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

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Pleasanton Public Library

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

400 Old Bernal Avenue, Pleasanton, CA 94566

SIGNED **DATE**

DocuSigned by:
Gerry Beaudin
3239C91940BF4B6...

7/21/2023

Signature - Authorized representative

Gerry Beaudin City Manager

Typed/Printed Name and Title of Authorized Representative

gbeaudin@cityofpleasantonca.gov

Email address of authorized representative

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PROJECT INFORMATION:

Invoice #: ESL21-3-34

Project Title: English as a Second Language Services

Grantee: Pleasanton Public Library

Funding Start Date: Upon execution

Term Completion: June 30, 2024

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Total Award: $61,071

PAYMENT SCHEDULE:
Libraries receive 100% of their 2023-2024 English as a Second Language Services award upon receipt of the award letter.

Note: Libraries have 18 months to spend their 2023-2024 English as a Second Language Services award funds, from July 1, 2023, in which the funds are awarded until December 31, 2024.

	English as a Second Language Service Award
Final Payment	$61,071
Total	**$61,071**

REPORTING:
For the 2023-2024 program period, libraries will be required to submit a mid-year report and final report. Reminder emails will be sent out beginning six weeks before the required reports are due.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-Year Report	Due January 31, 2024
Final Report	Due September 30, 2024

Note: A budget modification form will be required for all budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31st.

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CALIFORNIA
STATE LIBRARY

STATE FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

TABLE OF CONTENTS

PROJECT SUMMARY 2

PROCEDURES AND REQUIRMENTS

A. Term of the Agreement 3

B. Scope of Work 3

C. Budget Detail 3

D. Narrative and Financial Reports 4

E. Claim Form and Payment 5

EXHIBIT A: TERMS AND CONDITIONS 7

EXHIBIT B: CERTIFICATION AND COMPLIANCE FORM 22
Certification 25

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES 27

DocuSign Envelope ID: 4B8E736F-8B67-42CF-A595-F4DE6CBC3F74

CALIFORNIA STATE LIBRARY

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Pleasanton Public Library for the English as a Second Language Services project.

AWARD AGREEMENT NUMBER ESL21-3-34

This Award Agreement ("Agreement") is entered into on July 1, 2023 by and between the California State Library ("State Library") and Pleasanton Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded English as a Second Language Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $61,071 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2023, and ends June 30, 2024. The project's final expenditure date is December 31, 2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project's final encumbrance period ends on June 30, 2024, and all eligible program costs must be expended by December 31, 2024.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the English as a Second Language Services project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

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the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July – December	2023-2024 Mid-Year Report Due	January 31, 2024
January – Project End Date	2023-2024 Final Report Due	September 30, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions, for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

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2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

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b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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CALIFORNIA STATE LIBRARY

EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the English as a Second Language Services project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.

   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

      "Funding provided by the State of California."

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c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).

e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

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whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below

Pleasanton Public Library
Heidi Murphy
400 Old Bernal Avenue
Pleasanton, CA 94566
hmurphy@cityofpleasantonca.gov
(925) 931-3406

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
allyson.jeffredo@library.ca.gov
916-603-6709

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its

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contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

   1) The dangers of drug abuse in the workplace.
   2) The Grantee's policy of maintaining a drug-free workplace;
   3) Any available counseling, rehabilitation and employee assistance programs.
   4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

   1) Receive a copy of the Grantee's drug-free workplace policy statement.
   2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be

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made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the English as a Second Language Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

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27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

28. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm

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or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $61,071 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

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sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements,

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Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily

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completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication.

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Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

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b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.

e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
   - $61,071 upon execution of the agreement and submission of claim by the grantee organization.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not

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be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State

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Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.

2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.

3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $61,071. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.

6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:

      1) the dangers of drug abuse in the workplace;

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2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)

11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: City of Pleasanton	**Address** *(official and complete)*: 400 Old Bernal Avenue, Pleasanton, CA 94566
PROJECT COORDINATOR	
Name: Heidi Murphy	
Email: hmurphy@cityofpleasantonca.gov	**Phone**: 925-931-3400
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Gerry Beaudin	**Title**: City Manager
Email: gbeaudin@cityofpleasantonca.gov	**Phone**: 925-931-5004
Signature: DocuSigned by: Gerry Beaudin 3239C91940BF4B6...	**Date**: 7/21/2023

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Authorized Representative Signature

ORGANIZATION	
Name: City of Pleasanton	**Address** *(official and complete)*: gbeaudin@cityofpleasantonca.gov
AUTHROIZED REPRESENTATIVE	
Signature: DocuSigned by: Gerry Beaudin 3239C91940BF4B6...	**Date**: 7/21/2023
Printed Name of Person Signing: Gerry Beaudin	**Title**: City Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: DocuSigned by: Greg Lucas BDA50981C41C416...	**Date**: 7/18/2023
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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CALIFORNIA STATE LIBRARY

EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.56 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

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CALIFORNIA STATE LIBRARY

5 June 2023

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

DocuSign Envelope ID: 4B8E736F-8B67-42CF-A595-F4DE6CBC3F74

CALIFORNIA STATE LIBRARY

California Library Literacy and English Acquisition Services
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ESL21-3-34 **Date:** 7/21/2023

Invoice #: ESL21-3-34-01 **PO #:** 6344

Payee Name: Pleasanton Public Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 400 Old Bernal Avenue, Pleasanton, CA 94566
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $61,071
(Payable Upon Execution of Agreement)

Grantee Name: Pleasanton Public Library
(Name on Award Letter and Agreement)

Project Title: English as a Second Language

Type of Payment:
- ☐ PROGRESS
- ☐ FINAL
- ☒ IN FULL
- ☐ AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By DocuSigned by: Gerry Beaudin 3239C91940BF4B6...
(Signature of the Authorized Representative)

Gerry Beaudin
(Print Name)

City Manager
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000

ITEM NO: 6120-2131-0001, Chapter 240, Statutes of 2021
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By DocuSigned by: Yesenia Udarbe 1081351365FD493...
(State Library Representative)

Date 7/21/2023

DocuSign Envelope ID: 4B8E736F-8B67-42CF-A595-F4DE6CBC3F74

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

DocuSign Envelope ID: 4B8E736F-8B67-42CF-A595-F4DE6CBC3F74

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Library and Recreation

TITLE: ADOPT A RESOLUTION ACCEPTING THE PACIFIC LIBRARY PARTNERSHIP GRANT FOR MEMORY KITS FOR ADULTS AND THEIR CAREGIVERS IN AN AMOUNT OF $11,915 FOR FY 2023/24 AND APPROVE A BUDGET AMENDMENT IN THE MISCELLANEOUS GRANT FUND

SUMMARY

As a California cooperative library system, the Pacific Library Partnership (PLP) supports member public libraries in the Bay Area, bringing value to communities through programs such as the Innovation and Technology Opportunity Grants. Through collaboration with the Pleasanton Senior Center and the Pleasanton Public Library, the City has been awarded a funding opportunity for *Memory Kits for Adults and their Caregivers* that would create a new library collection paired with interactive programming to serve the cognitive needs of senior adults.

RECOMMENDATION

Adopt a resolution accepting the PLP grant for memory kits for adults and their caregivers in an amount of $11,915 for FY 2023/24 (Attachment 1) and amend the FY 2023/24 Budget Appropriation for the Miscellaneous Grant Fund.

FINANCIAL STATEMENT

For the PLP grant, $11,915 has been awarded to the City to cover the cost of materials and salaries for the development of Memory Kits. The City applied for the grant after the Fiscal Year (FY) 2023/24 budget had been submitted and approved. Now, based on the actual grant awarded for this program, the City Council is requested to approve a budget amendment to increase the PLP grant revenue appropriation in account #11652102-333252-16805 by $11,915.

BACKGROUND

The City's Library and Recreation department delivers a wide variety of services that span all ages and stages of life; this breadth provides a unique opportunity to leverage commonalities for services to varying age groups in the community. In the past year of service and program planning, staff identified older adults, particularly those with cognitive needs, as an underserved part of the community. Notably, the U.S. Census data estimates that nearly 15 percent of Pleasanton residents are 65 years or older.

In summer 2023, staff conceptualized innovative services for cognitive needs that could provide library collections of Memory Kits along with interactive programs for seniors and their caregivers and families. Memory Kits were identified as tools that could be used independently or with caregivers and families to provide an activity for older adults to recall memories and engage in meaningful conversations about their life experiences. For families and caregivers, the kits would provide an enjoyable activity to enhance their time together.

Subsequently, staff applied for a grant entitled *Memory Kits for Adults and their Caregivers* through the PLP 2023/24 Innovation and Technology Opportunity Grant. In prior cycles, grant funding from PLP has helped the library offer new and innovative programs such as the Tailored Recreation and Education Collections (TRECs) which provides off-site library book and materials collections at the Alviso Adobe and Gingerbread Preschool as well as an Honors collection of books in the library on sensitive topics for teens.

DISCUSSION

The grant for the Memory Kit program was awarded to the City on September 27, 2023. With the new funding, staff will meet with partners that serve seniors to select the Memory Kits that will be themed to offer a variety of options for users. For instance, one kit may be themed as therapeutic, with a "Mind Your Memory" focus to include conversation cards, games and puzzles and sensory items, while "The Decades" kits could include music (and listening devices) from various decades, alongside books with news and culture from each era.

To complement and promote the Memory Kit collection, staff will collaboratively provide programs for caregivers and families in coordination with local non-profits, explore opportunities for seniors to connect while using the kits during memory groups at the Pleasanton Senior Center, and provide a chance to meet new friends at the Memory Café series at the library on weekends at a time when the Senior Center is closed.

As part of the grant commitment, the Memory Kits will be evaluated through survey and usage data to expand locations in future cycles to locations such as memory care centers. After the grant implementation is complete, the library will continue to grow the collection based upon participant feedback. With the launch of a new Mobile Outreach Vehicle in 2024, staff intends to provide the Memory Kits through planned vehicle stops

at senior facilities to broaden the delivery of tools and resources for social connection and memory care.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs*, Strategy 1 – Apply strategies from the City diversity, equity, and inclusion (DEI) action plan to increase equitable access to City programs and services for the community and Strategy 3 – Implement high priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.

Submitted by:

Heidi Murphy
Director of Library
and Recreation

Fiscal Review:

Susan Hsieh
Finance Director

Approved by:

Gerry Beaudin
City Manager

Attachment:

1. Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING STAFF TO ACCEPT THE PACIFIC LIBRARY PARTNERSHIP GRANT FOR MEMORY KITS FOR ADULTS AND THEIR CAREGIVERS FOR FISCAL YEAR 2023/24

WHEREAS, the Pacific Library Partnership supports member public libraries in the Bay Area, bringing value to libraries through programs such as the Innovation and Technology Opportunity Grants; and

WHEREAS, the Pleasanton Public Library's Memory Kits for Adults and their Caregivers application was selected for grant funding, which will be used to enhance services to senior adults in the Pleasanton community.

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

SECTION 1. Authorizes the City Manager to accept the Pacific Library Partnership grant funds in the amount of $11,915 as referenced in Exhibit A, and execute all necessary documents required by the grant program.

SECTION 2. 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 November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

Exhibit A

Pacific Library Partnership

September 22, 2023

Lia Bushong
Pleasanton Public Library
400 Old Bernal Avenue
Pleasanton, CA 94566

Dear Lia,

Congratulations! Your FY 2023-24 PLP Innovation and Technology Grant, Memory Kits for Adults and Their Caregivers, has been funded in the requested amount of $11,915. A panel of library directors from outside of PLP jurisdictions reviewed all the applications we received, and your grant was approved.

We have attached the reimbursement claim form that you can submit at any time to receive your requested funds, along with the grant reporting form you are required to submit at the conclusion of your project along with any other documentation.

We look forward to hearing about the successful implementation of your grant. If you have any questions or need assistance over the course of the project, please don't hesitate to reach out.

Sincerely,
Justin Wasterlain

Assistant Director
Pacific Library Partnership
wasterlain@plpinfo.org
650-349-5538

Pacific Library Partnership
2023-24 Innovation and Technology Grant Program

Due Friday, September 1, 2023 by 5:00 p.m.

Please email the completed application to proposals@plpinfo.org.

Project Title	Memory Kits for Adults and their Caregivers
Library Name	Pleasanton Public Library
Primary Contact Name	Lia Bushong
Primary Contact Email	LBushong@CityofPleasantonCa.gov
Mailing Address	400 Old Bernal Ave., Pleasanton, CA 94566
Funding Amount Requested	$11,915

PLP Innovation and Technology Opportunity Grant Program Application

Library Name: Pleasanton Public Library

Project Title: Memory Kits for Adults and their Caregivers

Select category you are applying under:

☒ Category A: Innovation and Technology Opportunity Grant

☐ Category B: Grant Replication Program

If Category B is selected, enter the name of the grant you are replicating:

1. Please provide a one paragraph project summary.

The structure of Pleasanton's Library and Recreation department combines a wide variety of services that span from a preschool to a cemetery. This composition provides a unique opportunity to leverage our commonalities for services to varying age groups in our community. The Pleasanton Public Library would like to work in collaboration with our Pleasanton Senior Center to provide innovative services for cognitive needs that would include specialized Memory Kits and memory programs for senior adults and their caregivers and families.

2. Explain how this project fits with the library's strategic directions.

In July 2019, Pleasanton's Library and Recreation department participated in a planning process to create an integrated *Library and Recreation Strategic Plan*. One of the adopted strategic goals is to provide enhanced programming as an integrated department. The Library has identified the following objective that matches the department's strategic direction:

1. Identify opportunities for increasing partnerships with other City departments, local agencies, businesses, and organizations to extend the reach of the departments to meet community needs and interests.

By pursuing access to tools that serve the underserved communities of seniors and their families and caregivers, the Library and the Senior Center would be supporting the community and aligning with its values of inclusion, customer service, innovation, and collaboration.

3. Please provide a detailed description of the proposed project including the population served and the demographics of that population.

Located in the Tri-Valley region of the Bay Area, Pleasanton is a suburban community of approximately 83,000 people, with a range of cultures, economic backgrounds, and ages. Current U.S. Census data estimates that 14.9% of Pleasanton residents are 65 years of age or older. While the median household income in Pleasanton is roughly $160,000, 30% of those 65 and older have an annual income less than $40,000. Additionally, the local Stanford Health Care facility identified behavioral/mental health as one of the top three medical issues affecting the area.

In the first nationally represented study of cognitive impairment prevalence in more than 20 years, Columbia University reported in 2022 that 10% of adults over 65 have dementia, and 22% have some form of mild cognitive impairment. In the past year of service and program planning, in conjunction with considerable research, Pleasanton Library staff has identified older adults, particularly those with cognitive needs, as an underserved part of the community for Library services.

The Pleasanton Public Library would like to develop specialized Memory Kits with interactive activities that can be used independently or with caregivers and families, coupled with programming for adults and their caregivers and families. Initially, one set of Memory Kits would be themed as therapeutic, with a "Mind Your Memory" focus to include conversation cards, games and puzzles, and sensory items, while "The Decades" kits would include music (and listening devices) from various decades alongside books with news and culture from different eras. Memory Kits can provide a tool for adults to recall memories and to engage in meaningful conversations about their life experiences around the items. For families and caregivers, the kits provide an enjoyable activity to enhance their time spent together.

To complement and promote the new Memory Kit collection, the Library would also provide educational programs for caregivers and families from local non-profits such as the Pleasanton partner CityServe, opportunities for seniors to connect while using the kits during the Mind Your Memory Group at the Pleasanton Senior Center, and a chance to meet new friends at the Memory Café series at the Library on weekends (a time when the Senior Center is closed).

4. What are the goals and objectives of the project?

GOAL ONE:
Extend innovative library services to areas of Pleasanton that provide essential services to our community such as the Pleasanton Senior Center, to fill identified service gaps. *Pleasanton Library aims to connect with and check out Memory Kits to 200 seniors through the course of the first year of the program.*

GOAL TWO:
Reach patrons that are otherwise unable to utilize traditional library services and programs. Even though the Library is open 7 days a week, seniors are a segment of the population that do not always have easy access to the Library. Additionally, the Library has had challenges connecting services to aging adults, who may have been isolated due to the pandemic or life circumstances. Finally, caregivers and families can also struggle to utilize library services. *Pleasanton Library aims to reach 100 seniors through its Memory Café Program series, and 25 family members or caregivers through the educational programs at the Senior Center.*

Objectives: With this new service, we would create access for several generations of seniors and caregivers and serve varied ability levels in our community. To honor our strategic goals, we have identified access to materials as a unique way to close the service gap between the Library and the Pleasanton community.

5. Please include your project timeline (include detail of activities).

	DEC 2023	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
MEET WITH STRATEGIC PARTNERS	X	X										
PURCHASE MEMORY KITS		X	X									
DEVELOP PROJECT MANAGEMENT DOCUMENT			X	X	X							
SCHEDULE PROGRAMS			X									
RECEIVE MATERIALS AND PROCESS				X	X							
MARKETING IMPLEMENTATION					X	X	X					
OFFICIAL LAUNCH						X						
CONDUCT SURVEY OF USERS						X	X	X	X	X	X	X
MONTHLY DATA ASSESSMENT						X	X	X	X	X	X	X

6. Please indicate how you will evaluate success of your project.

Memory Kits

Pleasanton Library will push out a survey to participants that will aid in gathering data.
Questions to include:

1. Which kits did you use?
2. Did you find them useful and what did you enjoy most?
3. Do you have any recommendations to improve the kits or the service?
4. Are there other ways Library and Recreation could support you here in Pleasanton?
5. How did you find out about the memory kits?

The Library would gather analytics data from checkouts from the Library's Polaris ILS on the number of checkouts and holds. The data and surveys would be used to guide future purchasing, additional memory kit genres, and service planning.

Caregiver Programs & Memory Café

Pleasanton Library will push out a survey to the program participants and caregivers that will aid in gathering data.
Questions to include:

1. Did you find the program useful and what did you enjoy most?
2. Do you have any recommendations for future programs like this?
3. Are there other ways the Library and Recreation could support you here in Pleasanton?
4. How did you find out about the program today?

The Library would gather program survey data and metrics and use the information to assess community need and interest in continuing similar programming or expanding to new topics and locations.

7. Please detail your project budget. (Note: Indirect costs are not allowed).

Product Name	Price	Quantity	Total
Memory Kits Contents	$110	75 kits	$8,250
Travel Trunks and Bags for Memory Kits with Library/Senior Center/PLP logo	$19	75 bags	$1,425
Temporary Staffing for Memory Café and Delivery of Kits	$28/hr.	80 hrs.	$2,240
PLP FUNDS REQUEST			$11,915
Library In-Kind Costs			
Marketing Materials and In-house Printing of Posters and Program Brochures w/ Distribution to Community Sites	$100/site	10+ sites	$1,000
Librarian, Senior Librarian, Supervisor, Coordinator staff time (project planning, outreach, selection of materials, cataloging, marketing, and communications)	$57/hr.	175 hrs.	$9,975
LIBRARY FUNDS			$10,975

8. Please indicate how the project will be sustained after the grant term is over.

Pleasanton Library thanks Pacific Library Partnership for continued funding for Bay Area libraries that helps libraries explore new and innovative programs for underserved communities and create best practices for replication. In the past cycle, Pleasanton Library launched the PLP-sponsored TRECs collections to build tailored library collections at Recreation facilities, and while the grant ended, we are continuing to expand the collections and will launch a new selection of art books at our Harrington Gallery this fall, as well as an honor collection of sensitive topics for language learners. We would like to launch and then expand Memory Kits in the same way.

Pleasanton Library is committed to sustaining the Memory Kits by evaluating survey and usage data to expand locations in future cycles, and actively marketing the services through community partners at local memory care centers. Staff will closely work with the Recreation side of Pleasanton's integrated department through the Senior Center, Senior transportation provider, and non-profits, as well as exploring new partnerships in the community. After the grant implementation is complete, the Library will continue to grow the collection based on participant feedback, and coordinate requests for the purchase of additional Memory Kits from its Friends organizations and the library collection budget. With the launch of a new Mobile Outreach Vehicle in 2024, the Library hopes to provide the Memory Kits through planned vehicle stops at senior facilities and will explore expanding the kits to the City's paratransit service to broaden the reach of these meaningful tools for social connection and memory care.

Laramie County Library's memory kits. Kits like these have been shown to help spark memories and discussion between family members, friends, and/or caregivers.

In addition to themes like "trains", the T.B. Scott Free Library also incorporates titles aimed at the families and/or caregivers to assist in their responsibilities and in their own self-care.

A Pleasanton senior gets one-on-one computer tutoring help at the Pleasanton Senior Center.

32 West 25th Avenue, Suite 201 | San Mateo, CA 94403-2265 | **P:** (650) 349-5538 | **F:** (650) 349-5089 | **Website:** www.plpinfo.org

Pleasanton seniors gather at the Senior Center.

32 West 25th Avenue, Suite 201 | San Mateo, CA 94403-2265 | **P:** (650) 349-5538 | **F:** (650) 349-5089 | **Website:** www.plpinfo.org

Pacific Library Partnership
FY 2023-24 Innovation and Technology Grant Program

Background

Each fiscal year through a competitive process, the Pacific Library Partnership awards grants to PLP libraries to support innovation, technology and access. Grants are typically awarded in two categories: Innovation and Technology Opportunity Grants, and the Grant Replication Program. The purpose of the grants is to support a new idea, program or vision, which can then be replicated by other libraries.

For FY 2023-24, the grant amounts awarded may vary, with a maximum award of $12,000. The total amount of available funds is $120,000.

Guidelines for Award

1. Both PLP academic and public libraries are eligible to apply for the grant.
2. A library may submit more than one application, but awards will be limited to one project per organization per fiscal year.
3. All applications must be reviewed and signed by the submitting organization's Library Director.
4. A panel of reviewers outside of PLP will review all applications and rank them. Awards will be based on these recommendations. The PLP CEO and Executive Committee may work with libraries to modify their applications, and they will make the final award determinations.
5. Only projects that have a timeline of completion within the fiscal year applied will be considered.
6. All funds awarded must be expended by June 30 of the fiscal year awarded. Should the library experience an unforeseen circumstance which may require additional time, they may contact PLP administration to discuss an extension.
7. Any unspent funds at the completion of the project must be returned to PLP.
8. Successful awardees will be asked to complete a final report at the conclusion of the grant cycle and must be willing to share their experience with other PLP libraries at appropriate meetings and conferences.

Funding Limits

Each grant application may not exceed $12,000.

Allowable Costs

Funds awarded may be used for goods or services related to the project or for staff time. No more than 25% of the total amount awarded may be used for staffing costs. Indirect costs are not allowed.

Category A: PLP Innovation and Technology Opportunity Grant Program
Funds will be available to implement an idea, program or vision that provides a new service model or brings a fresh idea or interpretation to an existing model of library service. Reviewers will be asked to evaluate applications based on these criteria:

1. Service that introduces a new idea, program or vision that is not currently used in PLP or surrounding libraries
2. Service that may benefit other PLP members
3. Service that may benefit other California libraries

Category B: PLP Grant Replication Program

There have been a significant number of very successful grants that can easily be replicated in another jurisdiction. All the previously funded grants are posted on the PLP website at plpinfo.org and applicants are encouraged to review the past successful awardees. To view the previous grants, click here: http://plpinfo.org/innovation-grants/

Reviewers will be asked to evaluate applications based on these criteria:

1. Clear articulation of how the grant will be replicated.
2. Rationale for any changes or enhancements to the original grant application. It is expected that the grant funding request will not exceed the amount of the original grant. If it does exceed the original amount, a compelling case should be made for the increase in funding.
3. Demonstrated understanding of the concept, success and "lessons learned" from the original grant and documentation of any follow-up with the original awardee.

Review Panel
The PLP CEO will recruit a three-person panel from outside of PLP to review funding applications and provide feedback on the proposals.

Timeline
Grant applications are due on Friday, September 1, 2023 by 5:00 p.m.

Note: Successful awardees will be asked to complete an evaluation/survey process at the conclusion of the grant cycle and must be willing to share their experience with other PLP libraries at appropriate meetings and conferences.

Adopted June 21, 2022 by PLP Executive Committee

Pacific Library Partnership
2023/24 Innovation and Technology Grant Program

My Library, _____ has applied for and is pleased to accept a PLP 2023/24 Grant. I am requesting reimbursement in the amount awarded of _____.

By requesting reimbursement, my Library agrees to comply with the terms of the grant by providing a written report of at least one page and any other supporting documentation such as photos, videos, samples of materials at the conclusion of the project, and returning any unexpended funds by end of FY 2023/24.

Signature: _____ Title: _____

Name: _____ Date: _____

++
++

Approved by Carol Frost, CEO, Pacific Library Partnership

Signature: _____ Date_____

Please email completed form to:
PLPClaims@plpinfo.org

PLP Innovation and Technology Grants
Grant Report Form

Grantee (Library):	
Project Title:	
Project Principal:	
Phone:	
E-mail:	
Project Start Date:	
Project End Date:	

Your report must address the following items:

1. Briefly describe your grant project.
2. Report on success in achieving any major project goals and objectives.
3. Identify barriers or challenges encountered throughout the project.
4. Report final findings and observations from the grant project, including any statistics gathered (e.g. total users served, total programs administered, total products created, etc.)
5. Comment on the sustainability of the project after the grant term

Please include this signed Grant Report Form as the covering page to your report.

_____ _____

Signature, Grant Project Principal **Date**

Please submit to:
info@plpinfo.org

PLP Innovation and Technology Grants
Financial Report Form

Grantee: _____

Statement of Funding and Expenditures as of MM/DD/YYYY

Detail of expenditures to date:

Amount	Description
	Total Expenditures

Total grant award	
Total expenditures	
Net project surplus/(deficit)	

Explanation of surplus/deficit status:

Please include this signed Financial Report Form as an attachment to your grant report. Unexpended grant funds should be returned with your report.

_____ _____

Signature, Grant Project Principal **Date**

PLP Innovation and Technology Grants
Final Grant Report

Briefly describe your grant project.

Report on success in achieving any major project goals and objectives.

Identify barriers or challenges encountered throughout the project.

Report final findings and observations from the grant project, including any evaluation efforts or statistics gathered (e.g. total users served, total programs administered, total products created, etc.)

Comment on the sustainability of the project after the grant term

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Library and Recreation

TITLE: ADOPT A RESOLUTION APPROVING REQUIRED DOCUMENTS FOR THE COMMUNITY GRANT PROGRAM AND AUTHORIZING STAFF TO MAKE RELATED ADMINISTRATIVE CHANGES TO THE COMMUNITY GRANT PROGRAM

SUMMARY

The City's Community Grant Program provides funding for non-profit organizations serving Pleasanton residents in the areas of arts, culture, and youth. On October 11, 2023, the Civic Arts and Youth Commissions met jointly to discuss the Community Grant Program and provide a recommendation for City Council consideration. Adopting the proposed resolution will formalize the requirement for financial and organizational documents during the application process and enable staff, in coordination with commissions, to make the related administrative changes to Community Grant Program applications, packet formats, meetings, and submission timelines.

RECOMMENDATION

Adopt a resolution approving required documents for the Community Grant Program and authorizing staff to make related administrative changes to the Community Grant Program.

FINANCIAL STATEMENT

There is no financial impact for this item. $40,000 is budgeted in the Fiscal Year 2024/25 Operating Budget in account # 00199200-433165 for the Community Grant Program in the Civic Arts category, and $40,000 is budgeted in the Fiscal Year 2024/25 Operating Budget in account # 00199200-433165 for the Community Grant Program in the Youth category.

BACKGROUND

In 1992, City Council established the City Grant Program. This program offers funding to community-based non-profit organizations that provide needed human services assistance and arts/cultural activities to Pleasanton residents. In Fiscal Year 1995/96, the City recognized the need to address youth services, and a youth category was added. The arts/culture and youth components of the former City Grant Program were combined to form the current Community Grant Program. The mission of the program is to enhance the quality of life in Pleasanton. Eligible non-profit organizations are encouraged to apply for either the Civic Arts or Youth category, and in some instances, groups could qualify and apply for both. For many grant cycles, the City Council has annually allocated $40,000 in General Fund dollars each to the arts/cultural activity projects and to youth projects.

DISCUSSION

On October 11, 2023, the Civic Arts and Youth Commissions held a joint meeting to discuss the Community Grant Program. The commissions discussed and provided feedback regarding the mandatory grant meeting, midterm reports, required documents, application packets and questions. Both commissions recommended that in lieu of the mandatory December meeting, staff post a video on the City's website detailing grant requirements and deadlines. Viewing this video would be informational and optional for returning applicants and mandatory for new applicants. The commissions also recommended that staff separate the Community Grant Program into two application packets – one each for youth and arts/culture. This is intended to allow each commission to make future recommendations on application question changes individually through a singular commission process. In discussion of the midterm reports, both commissions recommended the submittal deadline be moved to a later date to provide the applicants more time to submit.

Commissioners also discussed the application questions and required documents, and requested staff consider removing the requirement for providing the current annual budget (including revenue) for the entire agency and the most recent agency audit or tax return form the list of necessary documentation. The commissions also recommended replacing the requirement of providing Articles of Incorporation/Bylaws with a Non-Profit Affirmation Letter.

To ensure thorough evaluation of grant applications, staff liaisons worked with the City Attorney's office and the Finance Department to review the practice of requiring certain documents for Community Grant Program applications. It was determined that the existing documentation requested is important to ensure each organization provides adequate information to validate its operation and active status as a non-profit agency and evaluate its candidacy and need for grant funding. The required information helps support the City's decisions regarding which organizations receive City funds through the Community Grant Program. Budget, tax return and audit reports also provide valuable information about an organization's financial situation as one of the criteria

considered to determine which organizations are most in need of grant funding. As such, staff recommends retaining these requirements as outlined in the resolution.

Approving the proposed resolution will formalize the need for financial and organizational documents during the application process and enable staff, in coordination with commissions, to administratively make related Community Grant Program changes to applications, timeline, reports, funding criteria and evaluation.

If adopted, Community Grant applicants will be required to provide:

- Current annual budget for the entire agency, including revenue
- Agency organization chart
- List of Board of Directors/Governing Board
- Board of Directors' authorization to request funding
- Community of Character Declaration
- Collaboration Agreement Form
- Most recent agency audit or tax return
- Articles of Incorporation/Bylaws.

STRATEGIC PLAN ALIGNMENT

Approval of this resolution (Attachment 1) advances the Citywide ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs*, Strategy 12 - Implement the results of the Human Services Needs Assessment and streamline housing, human services, and community services grant programs to increase program participation and access.

Submitted by:	Fiscal Review:	Approved by:
Heidi Murphy Director of Library and Recreation	Susan Hsieh Finance Director	Gerry Beaudin City Manager

Attachment:

1. Resolution – Community Grant Program

ATTACHMENT 1

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING REQUIRED DOCUMENTS FOR THE COMMUNITY GRANT PROGRAM AND AUTHORIZING STAFF TO MAKE ADMINISTRATIVE CHANGES

WHEREAS, on October 11, 2023 the Civic Arts and Youth Commissions held a special joint meeting to discuss potential Community Grant Program modifications to the current application process requirements; and

WHEREAS, the Community Grant Program application process has required proof of agency financial documents, agency structure details, and verifications of collaborative efforts; and

WHEREAS, there is a desire to formalize these requirements to comply with best financial practices while expending General Funds for the Community Grant Program.

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

SECTION 1. Agencies requesting funds through the City of Pleasanton Community Grant Program must provide:

- Current annual budget for the entire agency, including revenue
- Agency Organization chart
- List of Board of Directors/Governing Board, with contact information
- Board of Directors' authorization to request funding
- Community of Character Declaration
- Collaboration Agreement Form
- Most recent agency audit or tax return
- Articles of Incorporation/Bylaws

SECTION 2. Related to the Community Grant Program, staff in coordination with commissions will make Community Grant program changes to applications, timeline, reports, funding criteria and evaluation administratively.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 7th day of November 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Public Works

TITLE: APPROVE THE PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT INCLUDING UTILITY CARTS, MOWERS, AND A BUNKER RAKE, FOR CALLIPPE PRESERVE GOLF COURSE FROM DEERE AND COMPANY IN THE AMOUNT OF $380,127

SUMMARY

To operate the Callippe Preserve Golf Course cost-efficiently, CourseCo – the golf course operator – and City staff regularly review equipment needs and replacement schedules to determine required inventory and replacement timing. Starting in 2010, staff entered into multi-year agreements for maintenance equipment replacements for Callippe Preserve Golf Course to manage cash flow and the integration of new equipment, with the last replacement of the current phase occurring in October 2021. Staff is now recommending the next routine phase of equipment replacement; after reviewing various acquisition options, including leasing, staff recommends purchasing the required equipment as interest rates are high and would increase acquisition costs.

RECOMMENDATION

Approve the purchase of golf course maintenance equipment for Callippe Preserve Golf Course and authorize the City Manager to execute a purchase order with Deere and Company in the amount of $380,127.

FINANCIAL STATEMENT

This purchase would be funded by the golf course revenues. The Callippe Golf Operation and Maintenance Fund (410) has a sufficient fund balance to cover the total purchase cost of $380,127. Staff will present the necessary budget adjustment to the golf operating budget as part of the FY 2023/24 mid-year budget review process.

BACKGROUND

At the time the City was planning for the initial maintenance of the Callippe Preserve Golf Course, it was determined that maintenance equipment acquisition could be best achieved through a lease purchase option as this allowed lease payments to be made consistent with ongoing golf course revenues. To that end, the City entered into multi-year lease-purchase agreements in 2010, 2016, 2018, and 2021.

In anticipation of the need to replace equipment acquired in 2005, CourseCo and City staff prepared an equipment replacement list representing the type and cost of the new equipment required to be purchased and determined it was best to replace the equipment in phases over a two-year period rather than all at one time. Phase I equipment was purchased in December 2010, Phase II equipment was purchased in

November 2015, Phase III equipment was purchased in July 2018, and Phase IV equipment was purchased in 2021.

Staff is now recommending purchasing the next phase (Phase V) equipment listed below and included in Attachment 2. Staff reviewed various options for acquiring the equipment, including buying the equipment with financing from the manufacturer, paying cash, and a lease/purchase agreement. Purchasing the equipment was determined to be the most advantageous at this time due to the high interest rate, which could increase acquisition costs. The Callippe Preserve Golf Course equipment to be replaced in FY 2023/24 are:

- Five (5) John Deer Gator TE Utility Carts
- Two (2) John Deere Pro Gator 2030A Utility Carts
- Two (2) John Deere 6700A Fairway Mowers
- One (1) SmithCO Sand Star Bunker Rake.

DISCUSSION

Sourcewell, formerly known as the National Joint Powers Alliance (NJPA), was established with the statutory purpose of assisting public agencies in meeting specific needs that are more efficiently delivered cooperatively than by an entity individually. Sourcewell clients can utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdictions. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada.

The golf course equipment will be purchased through Sourcewell Contract # 031121-DAC with Deere and Company in a total amount of $380,127; equipment costs are detailed in the quote provided as Attachment 1.

STRATEGIC PLAN ALIGNMENT

Approval of this purchase advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 6 – Continue to implement priority items from the Climate Action Plan 2.0 (CAP) to lead by example in environmental sustainability.

Submitted by:

Norm Dorais
Interim Director
of Public Works

Fiscal Review:

Susan Hsieh
Director of Finance

Approved by:

Gerry Beaudin
City Manager

Attachments:

1. Deere and Company Equipment Quote
2. Callippe Golf 2024 Maintenance Equipment Replacement Plan

ATTACHMENT 1

Quote Id: 28470816

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Prepared For:

CALLIPPE PRESERVE GOLF COURSE

Proposal For:

Delivering Dealer:
Ryan O'connor

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206

sales@belkorpag.com

Quote Prepared By:
Ryan O'connor
roconnor@belkorpag.com

Date: 27 March 2023

Offer Expires: 30 November 2023

JOHN DEERE

BELKORPAG

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Quote Summary

Prepared For:
CALLIPPE PRESERVE GOLF COURSE
8500 CLUB HOUSE DR
PLEASANTON, CA 94566
Business: 925-426-6666

Delivering Dealer:
Belkorp Ag, LLC
Ryan O'connor
1120 W Charter Way
Stockton, CA 95206
Phone: 209-944-5714
roconnor@belkorpag.com

Quote ID: 28470816
Created On: 27 March 2023
Last Modified On: 11 October 2023
Expiration Date: 30 November 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE ProGator 2030A (Diesel) **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** March 26, 2023	$ 54,780.00	$ 41,738.16	X	1	=	$ 41,738.16
JOHN DEERE ProGator 2030A (Diesel) **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** March 26, 2023	$ 54,780.00	$ 41,738.16	X	1	=	$ 41,738.16
JOHN DEERE 6700A PrecisionCut Fairway Mower **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** March 26, 2023	$ 98,632.25	$ 75,065.45	X	1	=	$ 75,065.45
JOHN DEERE 6700A PrecisionCut Fairway Mower **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** March 26, 2023	$ 98,632.25	$ 75,065.45	X	1	=	$ 75,065.45
JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145EHPM180762 **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** March 26, 2023	$ 18,098.66	$ 15,096.51	X	1	=	$ 15,096.51
JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ETPM180751 **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)	$ 18,098.66	$ 15,096.51	X	1	=	$ 15,096.51

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

BELKORPAG

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Price Effective Date: March 26, 2023

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145EJPM180771	$ 18,098.66	$ 15,096.51	X	1	=	$ 15,096.51
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)						
Price Effective Date: March 26, 2023						
JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ELPM180761	$ 18,098.66	$ 15,096.51	X	1	=	$ 15,096.51
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)						
Price Effective Date: March 26, 2023						
JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ECPM180772	$ 18,098.66	$ 15,096.51	X	1	=	$ 15,096.51
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)						
Price Effective Date: March 26, 2023						
SMITHCO Sand Star E Open Market	$ 35,825.25	$ 35,825.25	X	1	=	$ 35,825.25
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)						
Price Effective Date:						

Equipment Total **$ 344,915.02**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 344,915.02
Trade In	
SubTotal	**$ 344,915.02**
Sales Tax - (10.25%)	$ 35,211.08
Est. Service Agreement Tax	$ 0.00
Total	$ 380,126.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 380,126.10**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

JOHN DEERE ProGator 2030A (Diesel)

Hours:

Stock Number: 54501

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: March 26, 2023

Suggested List *
$ 54,780.00

Selling Price *
$ 41,738.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
141CTC	ProGator 2030A (Diesel)	1	$ 43,456.00	24.00	$ 10,429.44	$ 33,026.56	$ 33,026.56
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries - Operator's Manual - English/ Spanish	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1159	Standard Rear Tires 26x12-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1191	4WD Traction Unit	1	$ 7,898.00	24.00	$ 1,895.52	$ 6,002.48	$ 6,002.48
2200	Factory Installed Auxiliary Hydraulics	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9776	Cargo Box	1	$ 2,987.00	24.00	$ 716.88	$ 2,270.12	$ 2,270.12
	Standard Options Total		**$ 10,885.00**		**$ 2,612.40**	**$ 8,272.60**	**$ 8,272.60**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Fees						
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 54,780.00**		**$ 13,041.84**	**$ 41,738.16**	**$ 41,738.16**

JOHN DEERE ProGator 2030A (Diesel)

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Equipment Notes:
Hours:
Stock Number: 54507
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 54,780.00
Selling Price *
$ 41,738.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
141CTC	ProGator 2030A (Diesel)	1	$ 43,456.00	24.00	$ 10,429.44	$ 33,026.56	$ 33,026.56
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries - Operator's Manual - English/ Spanish	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1159	Standard Rear Tires 26x12-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1191	4WD Traction Unit	1	$ 7,898.00	24.00	$ 1,895.52	$ 6,002.48	$ 6,002.48
2200	Factory Installed Auxiliary Hydraulics	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9776	Cargo Box	1	$ 2,987.00	24.00	$ 716.88	$ 2,270.12	$ 2,270.12
	Standard Options Total		**$ 10,885.00**		**$ 2,612.40**	**$ 8,272.60**	**$ 8,272.60**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Fees						
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 54,780.00**		**$ 13,041.84**	**$ 41,738.16**	**$ 41,738.16**

JOHN DEERE 6700A PrecisionCut Fairway Mower

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Equipment Notes:
Hours:
Stock Number: 54508
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 98,632.25
Selling Price *
$ 75,065.45

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1584TC	6700A PrecisionCut Fairway Mower	1	$ 69,078.00	24.00	$ 16,578.72	$ 52,499.28	$ 52,499.28
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other countries (English/ Spanish)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	$ 20,996.00	24.00	$ 5,039.04	$ 15,956.96	$ 15,956.96
1307	76.2 mm (3-in.) Diameter Spiral Grooved Rollers with Spiral End Caps	1	$ 2,997.00	24.00	$ 719.28	$ 2,277.72	$ 2,277.72
1403	QA7 Cutting Unit and Rear Roller Power Brush ONLY Counterweights	1	$ 1,067.00	24.00	$ 256.08	$ 810.92	$ 810.92
9746	(5) QA7 22" Rear Roller Power Brushes	1	$ 1,086.00	24.00	$ 260.64	$ 825.36	$ 825.36
9749	(5) QA7 Rear Roller Power Brush Drive	1	$ 2,971.00	24.00	$ 713.04	$ 2,257.96	$ 2,257.96
	Standard Options Total		**$ 29,117.00**		**$ 6,988.08**	**$ 22,128.92**	**$ 22,128.92**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
			Fees				
	CA Tire Fee	1	5.25			5.25	5.25
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 437.25**			**$ 437.25**	**$ 437.25**
Total Selling Price			**$ 98,632.25**		**$ 23,566.80**	**$ 75,065.45**	**$ 75,065.45**

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

JOHN DEERE 6700A PrecisionCut Fairway Mower

Equipment Notes:
Hours:
Stock Number: 54509
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 98,632.25
Selling Price *
$ 75,065.45

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1584TC	6700A PrecisionCut Fairway Mower	1	$ 69,078.00	24.00	$ 16,578.72	$ 52,499.28	$ 52,499.28
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other countries (English/ Spanish)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	$ 20,996.00	24.00	$ 5,039.04	$ 15,956.96	$ 15,956.96
1307	76.2 mm (3-in.) Diameter Spiral Grooved Rollers with Spiral End Caps	1	$ 2,997.00	24.00	$ 719.28	$ 2,277.72	$ 2,277.72
1403	QA7 Cutting Unit and Rear Roller Power Brush ONLY Counterweights	1	$ 1,067.00	24.00	$ 256.08	$ 810.92	$ 810.92
9746	(5) QA7 22" Rear Roller Power Brushes	1	$ 1,086.00	24.00	$ 260.64	$ 825.36	$ 825.36
9749	(5) QA7 Rear Roller Power Brush Drive	1	$ 2,971.00	24.00	$ 713.04	$ 2,257.96	$ 2,257.96
	Standard Options Total		**$ 29,117.00**		**$ 6,988.08**	**$ 22,128.92**	**$ 22,128.92**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Fees						
	CA Tire Fee	1	5.25			5.25	5.25
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 437.25**			**$ 437.25**	**$ 437.25**

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Total Selling Price	$ 98,632.25	$ 23,566.80	$ 75,065.45	$ 75,065.45

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145EHPM180762

Equipment Notes:
Hours:
Stock Number: 54502
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 18,098.66
Selling Price *
$ 15,096.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
559NM	GATOR™ TE (Model Year 2023)	1	$ 14,999.00	17.00	$ 2,549.83	$ 12,449.17	$ 12,449.17
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 559.00	17.00	$ 95.03	$ 463.97	$ 463.97
3101	Cargo Box Power Lift	1	$ 971.00	17.00	$ 165.07	$ 805.93	$ 805.93
3300	48V to 12V Converter	1	$ 943.00	17.00	$ 160.31	$ 782.69	$ 782.69
4099	Less Front Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
4199	Less Rear Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
6018	Less Rear Receiver Hitch	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,473.00**		**$ 420.41**	**$ 2,052.59**	**$ 2,052.59**
	Dealer Attachments/Non-Contract/Open Market						
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	$ 128.27	17.00	$ 21.81	$ 106.46	$ 106.46

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$ 59.39	17.00	$ 10.10	$ 49.29	$ 49.29
	Dealer Attachments Total		**$ 187.66**		**$ 31.91**	**$ 155.75**	**$ 155.75**
			Fees				
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 18,098.66**		**$ 3,002.15**	**$ 15,096.51**	**$ 15,096.51**

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ETPM180751

Equipment Notes:
Hours:
Stock Number: 54503
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 18,098.66
Selling Price *
$ 15,096.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
559NM	GATOR™ TE (Model Year 2023)	1	$ 14,999.00	17.00	$ 2,549.83	$ 12,449.17	$ 12,449.17
			Standard Options - Per Unit				
001A	US/Canada	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 559.00	17.00	$ 95.03	$ 463.97	$ 463.97
3101	Cargo Box Power Lift	1	$ 971.00	17.00	$ 165.07	$ 805.93	$ 805.93
3300	48V to 12V Converter	1	$ 943.00	17.00	$ 160.31	$ 782.69	$ 782.69
4099	Less Front Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

4199	Less Rear Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
6018	Less Rear Receiver Hitch	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,473.00**		**$ 420.41**	**$ 2,052.59**	**$ 2,052.59**
	Dealer Attachments/Non-Contract/Open Market						
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	$ 128.27	17.00	$ 21.81	$ 106.46	$ 106.46
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$ 59.39	17.00	$ 10.10	$ 49.29	$ 49.29
	Dealer Attachments Total		**$ 187.66**		**$ 31.91**	**$ 155.75**	**$ 155.75**
	Fees						
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 18,098.66**		**$ 3,002.15**	**$ 15,096.51**	**$ 15,096.51**

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145EJPM180771

Equipment Notes:

Hours:

Stock Number: 54504

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: March 26, 2023

Suggested List *
$ 18,098.66

Selling Price *
$ 15,096.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
559NM	GATOR™ TE (Model Year 2023)	1	$ 14,999.00	17.00	$ 2,549.83	$ 12,449.17	$ 12,449.17
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 559.00	17.00	$ 95.03	$ 463.97	$ 463.97
3101	Cargo Box Power Lift	1	$ 971.00	17.00	$ 165.07	$ 805.93	$ 805.93
3300	48V to 12V Converter	1	$ 943.00	17.00	$ 160.31	$ 782.69	$ 782.69
4099	Less Front Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
4199	Less Rear Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
6018	Less Rear Receiver Hitch	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,473.00**		**$ 420.41**	**$ 2,052.59**	**$ 2,052.59**
	Dealer Attachments/Non-Contract/Open Market						
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	$ 128.27	17.00	$ 21.81	$ 106.46	$ 106.46
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$ 59.39	17.00	$ 10.10	$ 49.29	$ 49.29
	Dealer Attachments Total		**$ 187.66**		**$ 31.91**	**$ 155.75**	**$ 155.75**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Fees						
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 18,098.66**		**$ 3,002.15**	**$ 15,096.51**	**$ 15,096.51**

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ELPM180761

Equipment Notes:

Hours:

Stock Number: 54505

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: March 26, 2023

Suggested List *
$ 18,098.66

Selling Price *
$ 15,096.51

* Price per item - includes Fees and Non-contract items

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
559NM	GATOR™ TE (Model Year 2023)	1	$ 14,999.00	17.00	$ 2,549.83	$ 12,449.17	$ 12,449.17
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 559.00	17.00	$ 95.03	$ 463.97	$ 463.97
3101	Cargo Box Power Lift	1	$ 971.00	17.00	$ 165.07	$ 805.93	$ 805.93
3300	48V to 12V Converter	1	$ 943.00	17.00	$ 160.31	$ 782.69	$ 782.69
4099	Less Front Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
4199	Less Rear Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
6018	Less Rear Receiver Hitch	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,473.00**		**$ 420.41**	**$ 2,052.59**	**$ 2,052.59**
	Dealer Attachments/Non-Contract/Open Market						
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	$ 128.27	17.00	$ 21.81	$ 106.46	$ 106.46
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$ 59.39	17.00	$ 10.10	$ 49.29	$ 49.29
	Dealer Attachments Total		**$ 187.66**		**$ 31.91**	**$ 155.75**	**$ 155.75**
	Fees						
	CA Tire Fee	1	7.00			7.00	7.00
	Delivery	1	432.00			432.00	432.00
	Equipment Fees Total		**$ 439.00**			**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 18,098.66**		**$ 3,002.15**	**$ 15,096.51**	**$ 15,096.51**

JOHN DEERE GATOR™ TE (Model Year 2023) - 1M0T145ECPM180772

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Equipment Notes:
Hours:
Stock Number: 54506
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: March 26, 2023

Suggested List *
$ 18,098.66
Selling Price *
$ 15,096.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
559NM	GATOR™ TE (Model Year 2023)	1	$ 14,999.00	17.00	$ 2,549.83	$ 12,449.17	$ 12,449.17
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	$ 559.00	17.00	$ 95.03	$ 463.97	$ 463.97
3101	Cargo Box Power Lift	1	$ 971.00	17.00	$ 165.07	$ 805.93	$ 805.93
3300	48V to 12V Converter	1	$ 943.00	17.00	$ 160.31	$ 782.69	$ 782.69
4099	Less Front Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
4199	Less Rear Protection Package	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
6018	Less Rear Receiver Hitch	1	$ 0.00	17.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,473.00**		**$ 420.41**	**$ 2,052.59**	**$ 2,052.59**
	Dealer Attachments/Non-Contract/Open Market						
BM23839	Rear Receiver Hitch, 38 mm (1.25 in.)	1	$ 128.27	17.00	$ 21.81	$ 106.46	$ 106.46
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	$ 59.39	17.00	$ 10.10	$ 49.29	$ 49.29
	Dealer Attachments Total		**$ 187.66**		**$ 31.91**	**$ 155.75**	**$ 155.75**

JOHN DEERE

BELKORP AG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

	Value Added Services Total		**$ 0.00**	**$ 0.00**	**$ 0.00**
			Fees		
	CA Tire Fee	1	7.00	7.00	7.00
	Delivery	1	432.00	432.00	432.00
	Equipment Fees Total		**$ 439.00**	**$ 439.00**	**$ 439.00**
Total Selling Price			**$ 18,098.66**	**$ 3,002.15**	**$ 15,096.51**	**$ 15,096.51**

SMITHCO Sand Star E Open Market

Equipment Notes:
Hours: 0
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date:

Suggested List *
$ 35,825.25
Selling Price *
$ 35,825.25

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
8510	Sand Star Electric 48-Volt (Lithium) - Open Market	1	$ 29,146.00	0.00	$ 0.00	$ 29,146.00	$ 29,146.00
			Standard Options - Per Unit				
13-758 Q	72" Pro Rake - Open Market	1	$ 1,606.00	0.00	$ 0.00	$ 1,606.00	$ 1,606.00
45-009 -A	40" Aluminum Manually Operated Plow - Open Market	1	$ 1,800.00	0.00	$ 0.00	$ 1,800.00	$ 1,800.00
85-008	Sand Cultivator for Sand Star E (Spring Tine) - Open Market	1	$ 2,179.00	0.00	$ 0.00	$ 2,179.00	$ 2,179.00
851-10 0	Light Package - Open Market	1	$ 476.00	0.00	$ 0.00	$ 476.00	$ 476.00
925-11 0	Center Actuator - Open Market	1	$ 613.00	0.00	$ 0.00	$ 613.00	$ 613.00
	Standard Options Total		**$ 6,674.00**		**$ 0.00**	**$ 6,674.00**	**$ 6,674.00**
			Fees				
	CA Tire Fee	1	5.25			5.25	5.25

JOHN DEERE

BELKORPAG

Selling Equipment

Quote Id: 28470816 **Customer Name:** CALLIPPE PRESERVE GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Equipment Fees Total	**$ 5.25**		**$ 5.25**	**$ 5.25**
Total Selling Price	**$ 35,825.25**	**$ 0.00**	**$ 35,825.25**	**$ 35,825.25**

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

For any questions, please contact:

Ryan O'connor

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206

Tel: 209-944-5714
Fax: 209-942-4346
Email: roconnor@belkorpag.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ATTACHMENT 2

Callippe Golf 2024 Replacement Plan									
	Equipment	**Equip No.**	**Year**	**Life**	**Replace**	**Model**	**VIN**	**Replacement Model**	**Replacement Cost**
	Utility Carts								
	Toro Workman MD	4881	2010	6	2024	7277	310000623	John Deere Gator TE (Electric)	$16,637.66
	Toro Workman MD	4880	2010	6	2024	7277	310000624	John Deere Gator TE (Electric)	$16,637.66
	Toro Workman MD	4879	2010	6	2024	7277	310000625	John Deere Gator TE (Electric)	$16,637.66
	Toro Workman MD	NA	2010	6	2024	7277	310000668	John Deere Gator TE (Electric)	$16,637.66
	Toro Workman MD	4971	2010	6	2024	7277	310000686	John Deere Gator TE (Electric)	$16,637.66
	Toro Workman HDX-D	NA	2016	7	2024	7387	315000514	John Deere Pro Gator 2030A	$45,999.05
	Toro Workman HDX-D	NA	2016	7	2024	7387	315000530	John Deere Pro Gator 2030A	$45,999.05
	Fairway Mowers								
	Toro Reelmaster 5410	NA	2011	10	2024	5410	310000529	John Deere 6700A Fairway Mower	$82,728.60
	Toro Reelmaster 5010	NA	2016	7	2024	5010	316001042	John Deere 6700A Fairway Mower	$82,728.60
	Sand Bunker Rake								
	Toro Sand Pro 5020	NA	2005	15	2024	5020	250000407	SmithCO Sand Star E (Electric)	$39,482.52
								Replacement Total	$380,126.10

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Public Works

TITLE: APPROVE THE PURCHASE OF A FREIGHTLINER M2106, WITH 11-FOOT TREE AND VEGETATION CHIPPER BODY IN THE AMOUNT OF $224,472

SUMMARY

The current chipper truck (Unit # 821) is a 2001 Ford F-650 with a chipper body attachment used primarily for daily removal and chipping of tree limbs, branches, and small tree trunks of City-owned trees, shrubs, and bushes. In addition, Unit #821 responds to tree-related emergencies and is designed for rapid response during storms and wind events that impact the City's right-of-way and infrastructure. During more than 23 years in operation, a total of $41,772 has been spent on maintenance for Unit #821. The standard useful lifespan of a chipper truck is 10-15 years, such that Unit #821 is included in the replacement schedule this fiscal year. Staff is recommending the purchase of a Freightliner M2106, DD8 7.7L CYL single-stage engine, Allison 2200RDS transmission with 11-foot chipper body via Western Truck Fab to replace Unit #821.

RECOMMENDATION

Approve the purchase of the Freightliner M2106, DD8 7.7L CYL single-stage engine, Allison 2200RDS transmission with 11-foot Chipper Body via Western Truck Fab in the amount of $224,472, which includes a 15 percent contingency.

FINANCIAL STATEMENT

This purchase is budgeted and funded within the Internal Service Fund (510) - Vehicle Replacements (R&R) in Fiscal Year 2023/24.

BACKGROUND

The standard useful lifespan of a chipper truck is 10-15 years, and Unit #821 is on the replacement schedule this fiscal year. The current unit is a 2001 Ford F-650 that is 23 years old, has 19,333 miles, and 9,606 hours, with a total of $41,772 spent on maintenance. The chipper body has rusted through in several locations and can no longer sustain daily operational use without causing further damage. Due to the extensive corrosion, repairs to the chipper body are no longer cost-effective.

DISCUSSION

Staff is recommending the purchase of a Freightliner M2106, DD8 7.7L CYL single-stage engine, Allison 2200RDS transmission with 11-foot chipper body via Western Truck Fab to replace the existing Unit #821.

Staff researched all potential manufacturers to select a vendor. The National Auto Fleet Group was selected under the Sourcewell (formerly known as NJPA) Contract 060920-NAF. Staff reviewed the quotes, specifications, and procurement documents from the National Auto Fleet Group and determined the Freightliner M2106, DD8 7.7L CYL Single stage engine, Allison 2200RDS transmission with an 11-foot chipper body manufactured by Western Truck Fab met the general specifications. National Auto Fleet quoted the City a price of $195,193 for the chipper truck, which includes a 15 percent contingency of $29,279 for a total of $224,472. Staff found the bid from the National Auto Fleet to be fair and reasonable.

Sourcewell (formerly known as NJPA) was established with the statutory purpose of assisting public agencies in meeting specific needs that are more efficiently delivered cooperatively than by an entity individually. Jurisdiction clients can utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdictions. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada. Staff researched the types and styles of chipper trucks exhaustively. While there are many options available, National Auto Fleet Group is in California and is familiar with the City of Pleasanton's Fleet Division and their operational and vehicle needs.

Purchasing and delivery of the new chipper truck can take 18-24 months from the order date until delivery. Staff recommends ordering the Freightliner M2106, DD8 7.7L CYL single-stage engine, Allison 2200RDS transmission with an 11-foot chipper body manufactured by Western Truck Fab during Fiscal Year FY 2023/24 to meet the target of a 2025 delivery. Once replaced, Unit #821 will be stripped and sent to auction. The proceeds from the vehicle auction are returned to the Internal Service Fund (510) - Vehicle Replacements (R&R).

STRATEGIC PLAN ALIGNMENT

This purchase was viewed in light of the City's Climate Action Plan 2.0 (CAP); however, no alternative to an internal combustion engine vehicle for this application was found.

Submitted by:	Fiscal Review:	Approved by:
Norm Dorais Interim Director of Public Works	Susan Hsieh Director of Finance	Gerry Beaudin City Manager

Attachment:

1. National Auto Fleet Group Quote for Freightliner M2106

ATTACHMENT 1

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/12/2023

Quote ID#2577HD (R1)

Mr. Jon Engelbrektson

City of Pleasanton
3333 Busch Road
Pleasanton, CA 94566

Dear Jon Engelbrektson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2025 Freightliner M2106, DD8 7.7L 6 CYL Single Stage Engine, Allison 2200 RDS Transmission with 11' Chipper Body via Western Truck Fab**) and provided by Mr. Russ Gebhard with Freightliner, each for:

	Contract Price
Chassis and Option	$ 116,400.00
WTF Quote	$ 60,636.00
Tax (10.25%)	$ 18,146.19
Tire Fee	$ 10.50
Total	$ 195,192.69

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
BEN@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

CHEVROLET Ford RAM Jeep DODGE

MANUFACTURES OF TRUCK BODIES AND EQUIPMENT

Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994
.

Fax: 510-785-9986
www.westerntruckfab.com

Quotation

Date 9/13/2023
Quote # **82171**
WTF Rep JL

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name City of Pleasanton
End User's Phone 925-519-8617

Contact Phone
Vehicle Year 2025 FREIGHTLI...
Make / Model M2 106 PLUS
W.B.
C.A. 84

Dealer Contact Russ Gebhard
Fuel Type DIESEL

Part #	Qty	Description	Tax
WTCB-11	**1**	**WTF CHIPPER BODY TO INCLUDE:** **11' LONG x 72" HIGH x 96" O.A. WIDTH** **12 GA GALVANNEAL DOUBLE PANEL SIDES WITH 16" TOP BEVELED CORNERS.** **12 GA GALVANNEAL ROOF WITH FORMED RIBS, TWO FRONT ROOF VENTS REAR SECTION ~65" LONG OF ROOF TO BE PUNCHED. SEE PHOTOS FOR REFERENCE.** **10 GA GALVANNEAL FLOOR WITH BEVELED SIDES AND FRONT** **3" STRUCTURAL CHANNEL CROSSMEMBERS 15" ON CENTER** **8" CHANNEL LONGBEAMS** **24" TALL REAR SWING-OUT GATE, 2"X2" TUBE GATE FRAME, 12 GA GALVANNEAL SHEETING, H.D. 1-1/2" CRS MACHINED HINGES WITH 1" PINS, GREASE FITTINGS, CAM TYPE LATCH** **CRYSTEEL LOBOY HOIST MODEL FLOYD, NTEA CLASS F HOIST** **HOT SHIFT PTO WITH DIRECT MOUNT PUMP FOR ALLISON AUTOMATIC TRANSMISSION** **RECESSED LED TAIL LIGHTS IN CORNER POSTS, RECESSED LED CLEARANCE LIGHTS** **ENTIRE BODY METAL ETCH PRIMER, WITH TWO COATS OF SHERWIN WILLIAMS PRIMER/SEALER, ENTIRE UNDERSTRUCTURE UNDERCOATED INTERIOR COAL-TAR EPOXY BLACK** **EXTERIOR PAINTED WITH TWO COATS OF SHERWIN WILLIAMS GENESIS G-8 WHITE TO MATCH CAB**	
DB-H15PIN.	**1**	**8 TON 2" BALL COMBO PINTLE HITCH 4 BOLT FLANGE MOUNT. 1/2" REAR PLATE WITH GUSSETS TO FRAME** **TWO 5/8" D-RINGS, 7 PIN ROUND AND 6 PIN ROUND TRAILER CONNECTORS.**	
MATERIAL MISC	**1**	**WEATHER GUARD 48" X 18" X 18" UNDERBODY TOOLBOX INSTALLED ON THE CURBSIDE.**	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.
UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.
CREDIT CARD PAYMENTS OVER $1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

PO# _____ Chassis ETA: _____

VIN #:

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB

****NOT RESPONSIBLE FOR LOST OR MISSING EQUIPMENT****

MANUFACTURES OF TRUCK BODIES AND EQUIPMENT

Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994
.

Fax: 510-785-9986
www.westerntruckfab.com

Quotation

Date 9/13/2023
Quote # **82171**
WTF Rep JL

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name City of Pleasanton
End User's Phone 925-519-8617

Contact Phone
Vehicle Year 2025 FREIGHTLI...
Make / Model M2 106 PLUS
W.B.
C.A. 84

Dealer Contact Russ Gebhard
Fuel Type DIESEL

Part #	Qty	Description	Tax
MATERIAL MISC	**2**	**WHELEN TLIA AMBER STROBE LIGHTS MOUNTED ON THE FRONT GRILLE WIRED BATTERY HOT TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL.**	
MATERIALS MISC	**4**	**WHELEN PSFO2FCR SIDE LIGHTS - STRIP LITE PLUS SERIES DUO WHITE/ AMBER FLASH. INSTALLED AS FOLLOWS: TWO 2 ON THE LEFT SIDE AND TWO 2 ON THE RIGHT SIDE. ONE (1) AT THE LOWER FRONT PART OF THE BODY AND ONE AT THE LOWER REAR PART OF THE BODY - ON EACH SIDE. WIRED BATTERY HOT TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL.**	
EC-WHL31HAFCA	**4**	**FURNISH & INSTALL (4) WHELEN MODEL L31HAFCA AMBER LED STROBE LIGHTS. FABRICATE STROBE MOUNT WITH GUARDS - SEE PHOTOS REF. JOB 81113 INSTALL TWO (2) ON TOP OF THE BODY AT THE FRONT AND TWO (2) ON TOP OF THE BODY AT THE REAR. WIRED BATTERY HOT TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL.**	
MATERIAL MISC	**1**	**FURNISH & INSTALL PRO VISION BACK-UP CAMERA SYSTEM 7" HD LCD MONITOR, NIGHT VISION, 130 DEGREE LENS ANGLE, WATERPROOF CAMERA & CONNECTORS 1 REAR CAMERA AND 2 SIDE CAMERAS.**	
MATERIAL MISC	**1**	**SHOVEL AND BROOM MOUNT INSTALLED ON THE DRIVER SIDE/ FRONT OF BODY. NOTE- A DRAWING WILL BE PROVIDED FOR CUSTOMER APPROVAL PRIOR TO FABRICATION.**	
MATERIAL MISC	**1**	**CONE HOLDER - INSTALLED ON THE DRIVER SIDE**	
WEIGHT CERT	**1**	**WEIGHT CERTIFICATION, MANUALS, MUDFLAPS**	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
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ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.
UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.
CREDIT CARD PAYMENTS OVER $1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

PO# _____ Chassis ETA: _____

VIN #:

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB

****NOT RESPONSIBLE FOR LOST OR MISSING EQUIPMENT****

MANUFACTURES OF TRUCK BODIES AND EQUIPMENT

Western Truck Fabrication, Inc.

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Quotation

Date 9/13/2023
Quote # **82171**
WTF Rep JL

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name City of Pleasanton
End User's Phone 925-519-8617

Contact Phone
Vehicle Year 2025 FREIGHTLI...
Make / Model M2 106 PLUS
W.B.
C.A. 84

Dealer Contact Russ Gebhard
Fuel Type DIESEL

Part #	Qty	Description	Tax
		PAYMENT TERMS: DUE 30 DAYS AFTER DELEVERY / COMPLETION. **2% DISCOUNT IF PAID WITHIN 10 DAYS AFTER DELVERY/ COMPLETION.**	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
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UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.
CREDIT CARD PAYMENTS OVER $1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

PO# _____ Chassis ETA: _____

VIN #:

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB

Subtotal	**$60,636.00**
Sales Tax (0.0%)	**$0.00**
Total	**$60,636.00**

****NOT RESPONSIBLE FOR LOST OR MISSING EQUIPMENT****

Prepared for:
Jon
Engelbrektson
PLEASANTON CITY OF
3333 Busch Rd
Pleasanton, CA 94566
Phone: 9259315588

Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

DD8 7.7L 6 CYL SINGLE STAGE 260 HP @ 2200 RPM, 2600 GOV RPM, 660 LB-FT @ 1200 RPM

ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION

DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE

AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

10,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

3800MM (150 INCH) WHEELBASE

NO FIFTH WHEEL

9/32X3-1/16X10-1/16 INCH STEEL FRAME (7.14X255.6MM/0.281X10.06 INCH) 80KSI

2125MM (84 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	114,650	$	114,650
EXTENDED WARRANTY		$	1,750	$	1,750
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***116,400***	**$**	***116,400***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**116,400**	**$**	**116,400**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
Jon
Engelbrektson
PLEASANTON CITY OF
3333 Busch Rd
Pleasanton, CA 94566
Phone: 9259315588

Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

QUOTATION DETAILS

EXTENDED WARRANTY				
EW4: DD8 SINGLE STAGE 260HP/660 LB-FT 7 YEARS/150,000 MILES/241,500 KM. FEX APPLIES	$	1,750	$	1,750

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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Phone: 9259315588

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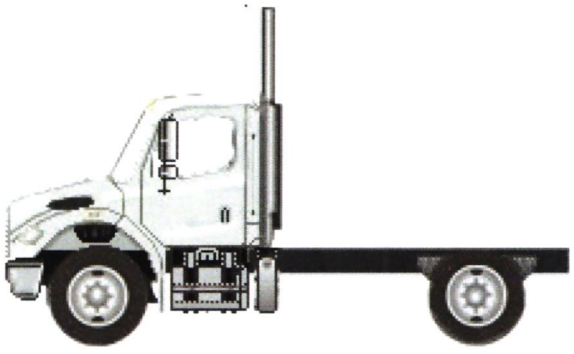
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

A proposal for
PLEASANTON CITY OF

Prepared by
GOLDEN GATE TRUCK CENTER
Russ Gebhard

Sep 12, 2023

Freightliner M2 106 Plus
26K Chipper Truck



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
Jon
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PLEASANTON CITY OF
3333 Busch Rd
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Phone: 9259315588

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GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
	SPECPRO21 DATA RELEASE VER 011		
Vehicle Configuration			
	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
	2025 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
N	CARB EMISSIONS CERTIFICATION FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES - CARB CLEAN IDLE (INCLUDES 6X4 INCH LABELS LOWER FORWARD DRIVER DOOR)		
	INITIAL REGISTRATION CALIFORNIA		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	DIRT/SAND/ROCK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		

Prepared for:
Jon
Engelbrektson
PLEASANTON CITY OF
3333 Busch Rd
Pleasanton, CA 94566
Phone: 9259315588

Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

	Description	Weight Front	Weight Rear
	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 30000.0 lbs		
Truck Service			
	END DUMP BODY		
	WESTERN TRUCK FAB		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
N	DD8 7.7L 6 CYL SINGLE STAGE 260 HP @ 2200 RPM, 2600 GOV RPM, 660 LB-FT @ 1200 RPM	450	30
Electronic Parameters			
	68 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
	PTO MODE RPM INCREMENT - 100 RPM		
	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
	ONE DASH MOUNTED PTO SPEED WITH PTO SWITCH ENGAGEMENT		
	PTO SPEED 1 SETTING - 900 RPM		
	PTO MINIMUM RPM - 600		
	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
	PTO 1, DASH SWITCH, STATIONARY OPERATION		
Engine Equipment			
*	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	

Prepared for:
Jon
Engelbrektson
PLEASANTON CITY OF
3333 Busch Rd
Pleasanton, CA 94566
Phone: 9259315588

Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

Description	Weight Front	Weight Rear
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
DETROIT MD COMPRESSION BRAKE WITH ON/OFF SWITCH		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		

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	Description	Weight Front	Weight Rear
	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC		
	FULL FLOW OIL FILTER		
	700 SQUARE INCH ALUMINUM RADIATOR		
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	ALUMINUM FLYWHEEL HOUSING		
	DELCO 12V 31MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION		
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

	Description	Weight Front	Weight Rear
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
	CUSTOMER INSTALLED CHELSEA 272 SERIES PTO WITH ELECTRIC/AIR CONTROLS		
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK POSITION FOR INTERNAL PARK PAWL		
	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	TRANSMISSION OIL CHECK AND FILL		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
	MERITOR 15X4 Q+ CAM FRONT BRAKES		
	NON-ASBESTOS FRONT BRAKE LINING		
	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
	FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		

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	Description	Weight Front	Weight Rear
	TRW THP-60 POWER STEERING		
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
	10,000# TAPERLEAF FRONT SUSPENSION		
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE		10
	6.14 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
	CAST IRON OUTBOARD REAR BRAKE DRUMS		
	REAR OIL SEALS		
	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE		180
	AIRLINER HIGH POSITION RIDE HEIGHT		
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION		

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	Description	Weight Front	Weight Rear
	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
	TRANSVERSE CONTROL RODS		
	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
Pusher / Tag Equipment			
	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITH TRACTION CONTROL		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
	AIR DRYER FRAME MOUNTED		
	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
	NO TRAILER AIR HOSE		
	NO AIR HOSE HANGER		
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
	PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			

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	Description	Weight Front	Weight Rear
	3800MM (150 INCH) WHEELBASE		
*	9/32X3-1/16X10-1/16 INCH STEEL FRAME (7.14X255.6MM/0.281X10.06 INCH) 80KSI	-60	-10
	2125MM (84 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-20	110
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.06 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.06 in		
	CALC'D FRAME LENGTH - OVERALL : 272.28 in		
	CALCULATED FRAME SPACE LH SIDE : 50.34 in		
	CALCULATED FRAME SPACE RH SIDE : 52.44 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	STANDARD WEIGHT ENGINE CROSSMEMBER		
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE		
	NO MUDFLAP BRACKETS		
	NO REAR MUDFLAPS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
	NO FIFTH WHEEL		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		

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	Description	Weight Front	Weight Rear
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	BLACK STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH BYPASS	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	GOODYEAR FUEL MAX RSA 11R22.5 14 PLY RADIAL FRONT TIRES	6	
	GOODYEAR G182 RSD 11R22.5 14 PLY RADIAL REAR TIRES		88
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH GRAB HANDLES		
	MOLD-IN COLOR GRILLE		
	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	TUNNEL/FIREWALL LINER		
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
	SINGLE ELECTRIC HORN		

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	Description	Weight Front	Weight Rear
	SINGLE HORN SHIELD		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP		
	LED AERODYNAMIC MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	STANDARD FRONT TURN SIGNAL LAMPS		
	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS		
	STANDARD SIDE/REAR REFLECTORS		
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH BLACK COVER		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	RH AND LH ELECTRIC POWERED WINDOWS		
	1-PIECE SOLAR GREEN GLASS WINDSHELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	PROFESSIONAL TRIM PACKAGE		
	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
	CARBON WITH BASE BLACK ACCENT		
	MOLDED PLASTIC DOOR PANEL		
	MOLDED PLASTIC DOOR PANEL		
	BLACK MATS WITH SINGLE INSULATION		
	(2) 12V DASH MOUNTED POWER OUTLETS		
	FORWARD ROOF MOUNTED CONSOLE		
	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	(2) CUP HOLDERS LH AND RH DASH		
	M2/SD DASH		

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	Description	Weight Front	Weight Rear
	2-1/2 LB. FIRE EXTINGUISHER	5	
	HEATER, DEFROSTER AND AIR CONDITIONER		
	STANDARD HVAC DUCTING		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING		
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	BINARY CONTROL, R-134A		
	STANDARD INSULATION		
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	STANDARD LED CAB LIGHTING		
	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	KEY QUANTITY OF 4		
	LH AND RH ELECTRIC DOOR LOCKS		
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT WITH 3 X 4.75 INCH CUTOUTIN TOOL BOX BACK PANEL FOR HARNESS, SEATS INC.	20	
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	BLACK VINYL DRIVER SEAT COVER		
	BLACK VINYL PASSENGER SEAT COVER		
	BLACK SEAT BELTS		
	FIXED STEERING COLUMN		
	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
	ELECTRONIC ACCELERATOR CONTROL		
	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE		
	BLACK GAUGE BEZELS		

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Description	Weight Front	Weight Rear
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
EMISSIONS LIMITED IDLE ADJUST		
NO ADDITIONAL EXTRA SWITCH ACCUATORS		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
NO VEHICLE STABILITY ADVISOR OR CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		

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Description	Weight Front	Weight Rear
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DETROIT CONNECT BASE PACKAGE (FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
IGNITION SWITCH CONTROLLED ENGINE STOP		
FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, CAPPED		
HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
HARDWIRE SWITCH #3,ON/OFF LATCHING, 10 AMPS BATTERY POWER		
HARDWIRE SWITCH #4,ON/OFF LATCHING, 10 AMPS BATTERY POWER		
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
NO TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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	Description	Weight Front	Weight Rear
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L0006EY WHITE ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	NO CAB/BODY EXTERIOR DECALS		
	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		
Sales Programs			
	NO SALES PROGRAMS HAVE BEEN SELECTED		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6279 lbs	3963 lbs	10242 lbs
Total Weight+	6279 lbs	3963 lbs	10242 lbs

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Extended Warranty

N	EW4: DD8 SINGLE STAGE 260HP/660 LB-FT 7 YEARS/150,000 MILES/241,500 KM. FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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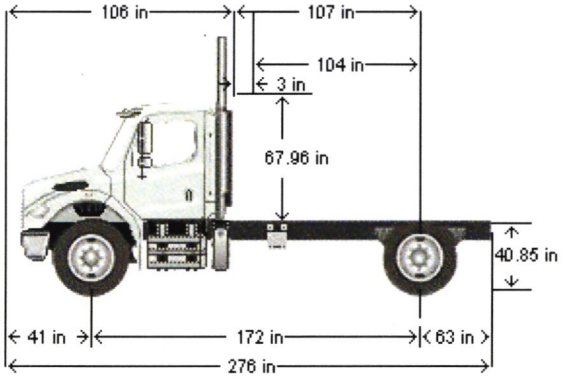
DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	106.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	103.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	169.7
Cab Height (CH)	68.0
Wheelbase (WB)	172.2
Frame Overhang (OH)	63.0
Overall Frame Length	274.2
Overall Length (OAL)	276.0
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
Jon
Engelbrektson
PLEASANTON CITY OF
3333 Busch Rd
Pleasanton, CA 94566
Phone: 9259315588

Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	10000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	20000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	30000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	10,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS
Front Tires (093)	GOODYEAR FUEL MAX RSA 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 15X4 Q+ CAM FRONT BRAKES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)	GOODYEAR G182 RSD 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	21000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	22000
Wheels	16000	32000
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	21000
GAWR (per axle system)	12000	21000
Expected Load (per axle system)	12000	21000
GVWR due to Frame	33000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	33000	
Expected GVWR	33000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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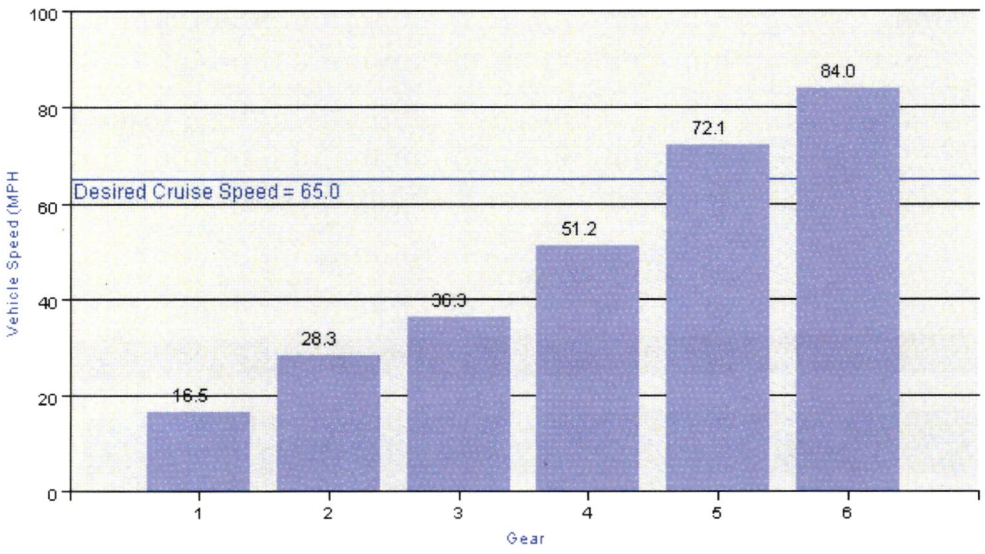
OPERATING SPEED



Rear Axle Ratio = 6.14

Engine RPM = 2600

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph)	84.0
Engine RPM	2600.0
Desired Cruise Speed (mph)	65.0
Engine (101)	DD8 7.7L 6 CYL SINGLE STAGE 260 HP @ 2200 RPM, 2600 GOV RPM, 660 LB-FT @ 1200 RPM

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Governed RPM 2600
Transmission (342) ..... ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION
Rear Axle (420) ..... DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) ..... 6.14 REAR AXLE RATIO
Rear Tires (094) ..... GOODYEAR G182 RSD 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 496
Auxiliary Transmission (352) ..... NO AUXILIARY TRANSMISSION
High Gear Ratio ..... N/A
Low Gear Ratio ..... N/A
Transfer Case (373) ..... NO TRANSFER CASE
High Gear Ratio ..... N/A
Low Gear Ratio ..... N/A

TABLE SUMMARY - OPERATING SPEED

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)
1	3.10	19.03	16.5
2	1.81	11.11	28.3
3	1.41	8.66	36.3
4	1.00	6.14	51.2
5	0.71	4.36	72.1
6	0.61	3.75	84.0
Desired Cruise Speed (mph)			65.0
Engine RPM			2600
Rear Axle Ratio			6.14
*Blue background represents value input by user.			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

THE CITY OF PLEASANTON

MEMORANDUM

Date: November 2, 2023

To: Mayor and City Council

From: Gerry Beaudin, City Manager
Norm Dorais, Interim Director of Public Works

Subject: Continued from September 19, 2023 City Council Meeting - Proposed Water and Sewer Rate Increases and Adopt Resolutions to Amend the Master Fee Schedule for Water and Sewer Rates Effective January 1, 2024

Background

The September 19, 2023, City Council meeting agenda included Item #13 (Attachment 3) for the City Council to hold a public hearing and consider proposed increases to water and sewer rates. That agenda report included a staff recommendation for rate increases over a three-year period as well as an alternative recommendation to implement only the first two years of the three-year rate study. Following the presentation, the public hearing was opened, during which the City Council accepted public comments and protests (in addition to those previously received); the public hearing was then formally closed. A total of 202 official protests were received (from a total of 22,484 customer accounts). After discussion, the City Council continued the item to its November 7, 2023, meeting, requesting additional information be provided, including a 'sensitivity analysis' (discussed below).

Since the September 19 City Council meeting, a Pleasanton Bi-Monthly Water Bill Calculator (Attachment 4) and updated Frequently Asked Questions (Attachment 5) were made available.

Sensitivity Analysis

Staff worked with Raftelis to perform a sensitivity analysis that focused on replenishing the reserve in the near term while addressing ratepayers' concerns about the annual and compounded rate increases. The sensitivity analysis looked at the debt financing assumptions and extending the reserve replenishment to one additional year (four years, instead of three years). Extending the reserve replenishment out to year four and extending the payback period of the $6 million debt to 20 years would allow for the second-year rate revenue adjustment to be lowered to 12%, or 8% lower than the recommended 20% in the second year.

Modified Alternative

In addition to the recommendation, an alternative of a two-year rate increase of 30% in FY 2024 and 20% in FY 2025 was presented at the September 19 City Council meeting. Staff is further refining and modifying the 'alternative recommendation' to reduce the second year (FY 2025) rate revenue increase to 12%. This approach prolongs the water enterprise fund "reset" and will result in the enterprise fund balance dipping to $6.3 million, or 17% of operating and maintenance (O&M) expenses (which is less than half of the reserve target).

Proposition 218 Compliance

Since the modified alternative recommendation outlines an option for a rate in FY 2025 that is at an amount lower than what was published in the notice sent to ratepayers, the notice and the alternative's consistency with the rate study methodology complies with California Constitution Article XIII D §6.

Rate Impacts for Reduced Year 2 Increase

The impact on rates and customers for this modified alternative is shown below.

Table 1: Modified Alternative Rate Increase

Description	FY 2024	FY 2025
Rate Increase	30.0%	12.0%

Figure 1: Modified Alternative Total Ending Fund Balance

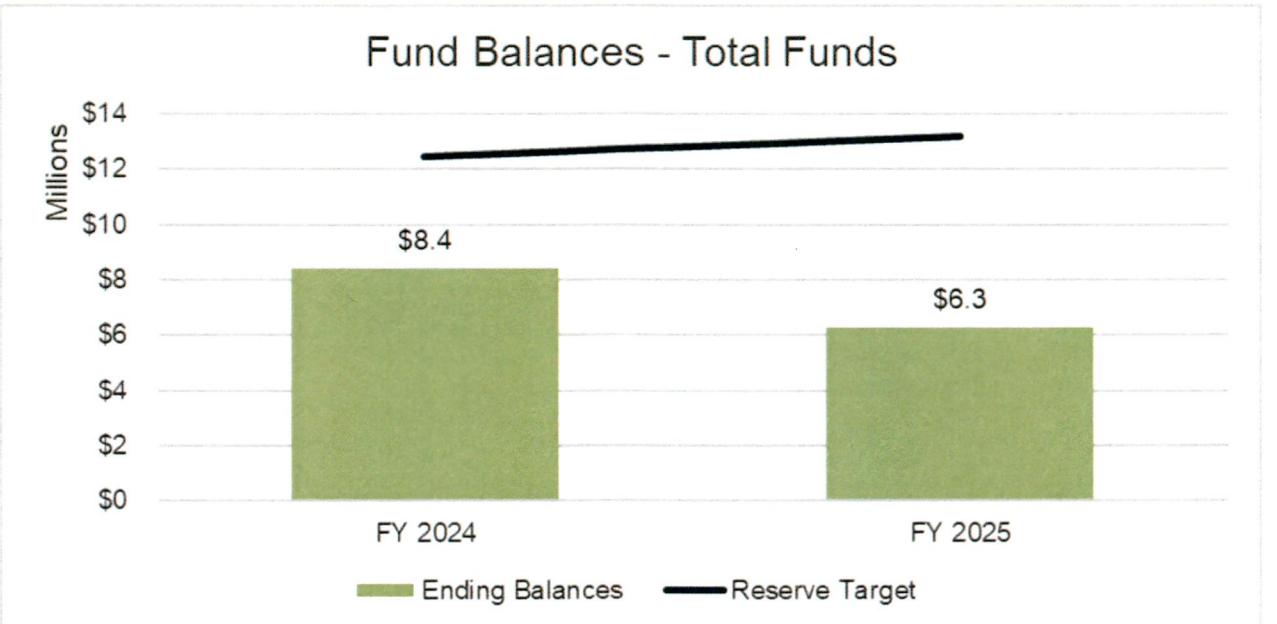
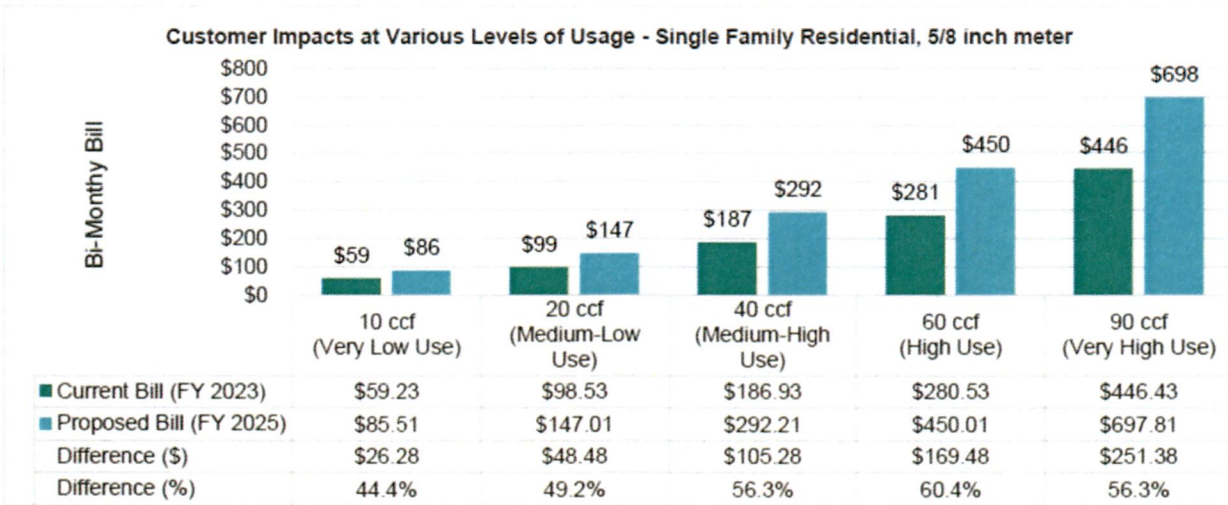


Figure 2: Modified Alternative – Single Family Residential Bill Impacts for FY 2025



The modified alternative is also outlined in the attached memo prepared by Raftelis (Attachment 6).

Staff Recommendation

As presented at the July 18, 2023, City Council meeting, staff recommended water rate increases of 30% for FY 2024, 20% for FY 2025, and 12% for FY 2026. This achieves the replenishment of reserves to the 35% target level by FY 2026.

Table 2: Staff Recommendation Rate Increase

Description	FY 2024	FY 2025	FY 2026
Rate Increase	30.0%	20.0%	12.0%

Figure 3: Staff Recommendation Total Ending Fund Balance

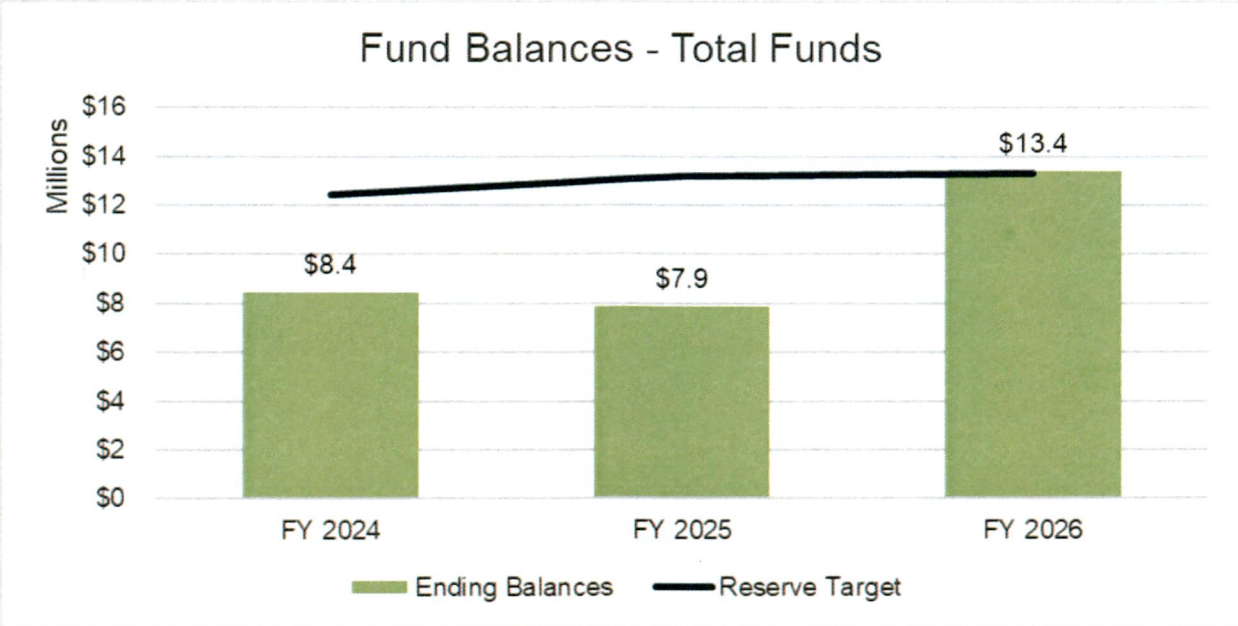
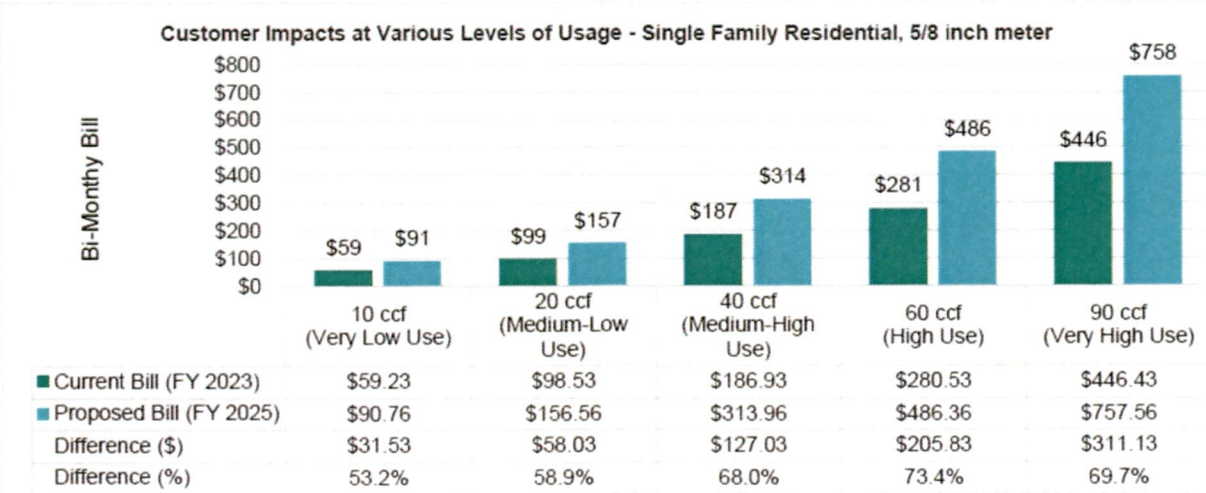


Figure 4: Staff Recommendation – Single Family Residential Bill Impacts for FY 2025



Comparison

Table 3: Comparison of Rate Increases

Description	FY 2024	FY 2025	FY 2026
Staff Recommendation	30.0%	20.0%	12.0%
Modified Alternative	30.0%	12.0%	N/A

Next Rate Study

To fund the selected water supply alternative (i.e., two new wells), the necessary interim water distribution system improvements (approved by the City Council on August 15, 2023), and projects that will be identified as part of the forthcoming water system master plan, a new rate study will need to be performed in 2025 to be effective at the start of 2026. In addition to including the primary components of a comprehensive rate study, this next rate study will also evaluate policy considerations and factors such as the level of subsidy, tiered rate structure, fixed and variable rate distribution, and rebates.

Effective Date

With City Council action on November 7 to increase rates as those recommended by Staff, or pursuant to the modified alternative provided, new water and sewer rates would be effective January 1, 2024.

Attachments:

1. Water Rates Resolution – updated with new effective date of January 1, 2024
2. Sewer Rates Resolution – updated with new effective date of January 1, 2024
3. September 19, 2023, Agenda Report
4. Pleasanton Bi-Monthly Water Bill Calculator
5. Updated *Frequently Asked Questions*
6. Raftelis Financial Plan Alternative dated November 2, 2023

ATTACHMENT 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE (RESOLUTION NO. 92-100) TO REVISE WATER RATES AND CHARGES

WHEREAS, the City of Pleasanton's water utility service is an enterprise fund which pursuant to sound fiscal management practices, must be 100% fee-based; and,

WHEREAS, by State law, delivered water is charged at the cost of service so no profit is made by the enterprise; any revenues not expended at the end of the fiscal year are applied to future years' costs; and,

WHEREAS, where Pleasanton water customers pay for the cost of water purchased from the Zone 7 Water Agency (Zone 7), a water wholesaler; pumping water from City groundwater wells; treatment; transportation in pipes and pump stations which must be maintained and replaced; compliance with federal and state water quality standards; and other needed capital improvements and maintenance; and,

WHEREAS, water rates and charges must be adjusted to reflect cost increases to date for the purchase of water from Zone 7, as well as include a provision to increase rates to pass-through annually any future Zone 7 water cost increases beginning January 1, 2024, and for the next three (3) years ending December 31, 2026, upon notice to customers as required by law; and,

WHEREAS, water rates and charges must be adjusted to reflect City operational cost increases to date and include a provision to increase rates in the future based on the water rate study compiled by Raftelis Financial Consultants; and,

WHEREAS, drought/water shortage rates must be updated and adjusted to have six stages aligning with the Water Shortage Contingency Plan included in the City Council's recently adopted 2021 Urban Water Management Plan; and,

WHEREAS, the drought/water shortage rates include a bi-monthly water allotment of 10 Hundred Cubic Feet (CcF) that is exempt from the drought rate surcharge for every customer class; and,

WHEREAS, the discounts provided to seniors over the age of 65 remain at a 20% discount, and qualified low-income persons to remain at a 30% discount with a maximum usage of 30 CcF (units) or less; and,

WHEREAS, as provided by Pleasanton Municipal Code section 14.04.070, water rates and charges, including potable and recycled water rates, shall be specified in the Master Fee Schedule.

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

SECTION 1. The Master Fee Schedule (Resolution No. 92-100) provisions regarding water rates, fees, and charges are hereby amended as set forth in Exhibit A,

attached hereto and incorporated herein by reference.

SECTION 2. That the City of Pleasanton approves the pass-through of Zone 7 Water Agency wholesale treated water rates to its customers.

SECTION 3. That the pass-through of Zone 7 Water Agency wholesale treated water rates to its customers is effective immediately and shall end on the next effective date for the pass-through as approved by Council action.

SECTION 4. That the water rates and charges, including the drought/water shortage rates, are adjusted for the next three (3) years ending December 31, 2026, based on the applicable rate tables in the water rate study compiled by Raftelis Financial Consultants and the Public Hearing notice. The Master Fee Schedule will be amended annually for the next two (2) years.

SECTION 5. This resolution shall become effective upon its passage and adoption and shall be operative on November 7, 2023.

SECTION 6. City Clerk shall certify to 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 meeting held on November 7, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a meeting held on the 7th day of November 2023, by the following vote:

Ayes: Councilmembers
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

CITY OF PLEASANTON
MASTER FEE SCHEDULE

IX. WATER RATES, FEES, AND CHARGES

Eff. 01.01.2024

A. Water Rates & Charges

Consumption Charges *(bi-monthly)* **PMC 14.04.070** — **Eff. 01.01.2024**

1 CCF = 100 cubic feet = 748 gallons		Zone 7 (1)	Distribution	Recycled Water Surcharge	Vineyard Corridor Improvements	Total per Ccf
Single Family Individually Metered	0 - 20 Ccf	$3.43	$2.06			$5.49
	21 - 40 Ccf	$3.43	$2.98			$6.41
	41 - 60 Ccf	$3.43	$3.51			$6.94
	over 60 Ccf	$3.43	$3.75	$0.06	$0.13	$7.37
Multifamily		$3.43	$2.03	$0.01		$5.47
Commercial/Industrial		$3.43	$2.16	$0.01		$5.60
Potable Irrigation		$3.43	$2.99	$0.01		$6.43
Recycled Irrigation						$4.29

Water Service Charge *(bi-monthly) Effective January 1, 2024*

Meter Size	Charge (Pleasanton)	Charge (Zone 7)		Meter Size	Charge (Pleasanton)	Charge (Zone 7)
5/8 "	$4.60	$17.30		3"	$42.55	$389.29
3/4 "	$5.48	$25.95		4"	$72.56	$683.41
1 "	$7.69	$47.58		6"	$126.41	$1,211.11
1.5 "	$13.42	$103.81		8"	$311.76	$3,027.78
2 "	$16.96	$138.41		10"	$488.29	$4,757.94

(1) - Increased by pass-through of Zone 7 rate increases as they occur.
Rate payers will be notified 30 days prior to any increase taking effect.

Annual Backflow Prevention Device Administration Charge *Res 18-1015*	$60

Single Family Residential Discounts

Available on single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.

20% - **Senior Citizens** (65 or older)
30% - **Low Income Families** (who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline)

******DISCOUNTS SHALL NOT BE ADDITIVE******

Initial Service Fee		
During business hours (before 4:30 p.m.)		$15
After business hours, weekends, and holidays		$85
Disconnect/Turn-off Fee		
Account in shut-off status for non-payment (payment not received by 8:00 a.m. deadline)	1st time within 6 months	$85
	2nd time within 6 months	$105
	3rd time within 6 months	$145
Reconnection Fee		
During regular business hours (contacting the City between 8:00 a.m. and 3:00 p.m.)		$15
After hours (see above), weekends, and holidays	1st time within 6 months	$85
	2nd time within 6 months	$105
	3rd time within 6 months	$145
During regular business hours (contacting the City between 8:00 am and 3:00 pm)	$75.00 per hour plus cost of materials	
After hours (see above), weekends, and holidays	$100.00 per hour plus cost of materials	

CITY OF PLEASANTON
MASTER FEE SCHEDULE

Administrative Cost Recovery	
Interactive Voice Recording (IVR) fee	$10
Returned Check Fee	$25
Hydrant Meter Deposits	
Potable Water Hydrant Meter Deposit	
3/4" Hydrant Meter & Backflow Assembly	$1,500
3" Hydrant Meter & Backflow Assembly	$4,000
Recycled Water Hydrant Meter Deposit	
3" Recycled Hydrant Meter	$2,500.00
Residential Construction Water Unit Cost	
For units that will be individually metered	$25

B. Water Meter & Installation Fees

Eff. 07.01.2022

The Director of Operations and Water Utilities, or designee, shall publish periodically the fees or fee formula for water service installation by the City. The published fee or formula shall reflect the estimated actual cost to the City.

	Meter Size	Fee	Meter Size	Fee
Current fees effective 7/01/22	3/4" (short) Diehl	$452.99	2" Kamstrup (17" lay length)	$1,225.10
	3/4" (long) Diehl	$477.83	3" EVO Q4	$3,431.31
	1" Kamstrup	$613.37	4" EVO Q4	$3,977.47
	1 1/2" Kamstrup	$1,036.40	6" EVO Q4	$6,924.99
	2" Kamstrup (15 1/4" lay length)	$1,167.87	8" EVO Q4	$9,861.51

C. Water Drought/Water Shortage Rates [2]

Eff. 01.01.2024

Drought/water shortage rates are added to the current rates shown in Section A, at the time the drought state is declared

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Single Family						
0 - 20 Ccf	$0.64	$1.60	$2.95	$5.28	$9.92	$14.91
21 - 40 Ccf	$0.75	$1.86	$3.45	$6.16	$11.58	$17.41
41 - 60 Ccf	$0.81	$2.02	$3.73	$6.67	$12.54	$18.84
over 60 Ccf	$0.84	$2.10	$3.89	$6.96	$13.08	$19.66
Multi-Family	$0.64	$1.59	$2.94	$5.26	$9.89	$14.85
Commercial	$0.65	$1.63	$3.01	$5.38	$10.12	$15.21
Industrial	$0.65	$1.63	$3.01	$5.38	$10.12	$15.21
Irrigation	$0.75	$1.87	$3.46	$6.18	$11.62	$17.46

(2) - Rate payers will be notified 30 days prior to any increase taking effect.

D. Water Conservation Plan- Excess use penalties PMC 9.30 100

Water usage in excess of the amount provided in Section 9.30.070 is subject to the following penalties:
Additional penalties for multiple times exceeding water use amount are for the number of times within the prior 12 months

Stage	Overall Reduction	Exceed 1 time	Exceed 2 times	Exceed 3 times	Exceed 4 or more times
1	Up to 10% Voluntary	no penalty	no penalty	no penalty	no penalty
2	Up to 20% Voluntary	no penalty	no penalty	no penalty	no penalty
2	Up to 20% Mandatory	$2.50 additional for all units	$5 additional for all units	$7.50 additional for all units	$10 additional for all units
3	Up to 30% Mandatory	$4 additional for all units + $50	$8 additional for all units + $100	$12 additional for all units + $250	$16 additional for all units + $500
4	Up to 40% Mandatory	$6 additional for all units + $100	$12 additional for all units + $250	$18 additional for all units + $500	$24 additional for all units + $750

5	Up to 50% Mandatory	$8 additional for all units + $150	$16 additional for all units + $300	$24 additional for all units + $550	$32 additional for all units + $800
6	More than 50% Mandatory	$10 additional for all units + $200	$20 additional for all units + $350	$30 additional for all units + $600	$40 additional for all units + $850

CITY OF PLEASANTON
MASTER FEE SCHEDULE

E. Water Connection Fees - City

For each single family house, or any other use that is determined by the City Engineer or the Engineer's duly appointed representative to have a water demand equivalent to that of a single-family house, for normal domestic-type water uses only, there shall be a connection fee charged for each service connection as indicated in the following table. This shall be the minimum charge for all uses. For all other uses, for each service connection, a charge shall be made as established in the following table depending on the size of the meter required for that service connection as determined by the City Engineer or his duly appointed representative.

	Meter Size	N. Pleasanton Improvement Dist 2B	All Other Service Connections
Amounts DO NOT include water meter installation fees, which are revised periodically based on current costs for labor & materials as authorized in Section B "Water Meter & Installation Fees".	5/8 inch (displacement type)	$460	$1,200
	3/4 inch (displacement type)	$690	$1,800
	1 inch (displacement type)	$1,150	$3,000
	1.5 inch (displacement type)	$2,300	$6,000
	2" (displacement type)	$3,680	$9,600
	2" Mueller MVR	$5,290	$13,800
	2" (OMNI C2)	$7,360	$19,200
	3 inch (OMNI C2)	$8,050	$21,000
	4 inch (OMNI C2)	$23,000	$60,000
	6 inch (OMNI C2)	$46,000	$120,000
	8 inch (OMNI C2)	$80,500	$210,000
	10 inch (OMNI C2)	$126,500	$330,000
	For any larger service connection, the City Engineer or his duly appointed representative will determine the charge; or a battery of meters may be used at the City Engineer's option.		
	Any change in use or addition requiring greater capacity will require the payment of additional fees at the rates established herein as a condition of continued service.		

F. Recycled Water Connection Fees

	Meter Size	Meter Equivalent	Recycled Water Connection Fee
Res 15-777, Adjusted annually beginning 1 January 2017 by Engineering News Record (ENR) Construction Cost Index.	5/8 inch	1.00	$19,299
	3/4 inch	1.50	$28,949
	1 inch	2.50	$48,253
	1.5 inch (displacement type)	5.00	$96,497
	1.5 inch (OMNI C2)	16.00	$308,789
	1.5 inch (OMNI T2)	16.00	$308,789
	2" (displacement type)	8.00	$154,395
	2" (OMNI C2)	16.00	$308,789
	2" (OMNI T2) (1)	20.00	$385,987

CITY OF PLEASANTON
MASTER FEE SCHEDULE

G. Zone 7 Fees

Zone 7 Water Connection Fees

The City collects water connection charges for the Zone 7 Water Agency. These fees are subject to periodic modification by the Zone 7 Board of Directors in accordance with Water Connection Charge Ordinance No. FC 72-1(as amended) for Zone 7 of the Alameda County Flood Control & Water Conservation District.

Meter Size		Fee Factor	Eff 01.01.2023
	5/8 inch and 1" FS	10	$33,730
3/4"	SHORT DIEHL	30	$101,190
	LONG DIEHL	30	$101,190
	1" DIEHL	55	$185,515
	1 1/2" KAMSTRUP ULTRASONIC	120	$404,760
2"	MUELLER MVR	115	$387,895
	KAMSTRUP SHORT - ULTRASONIC	160	$539,680
	KAMSTRUP LONG - ULTRASONIC	160	$639,680
	EVOQ4 MAGNETIC	220	$742,060
	3" - 10" (turbo type)	Determined by Zone 7 using the fee factor for continuous use	

Zone 7 Development Impact Fee for Flood Protection & Storm Water Drainage

In accordance with Ordinance No. 2009-001, adopted 5/18/09 by the Board of Supervisors for the Alameda County Flood Control & Water Conservation District, the City collects the following development impact fee for flood protection and storm water drainage:

Residential & Nonresidential Improvements, per square foot of impervious surface	$1

H. Happy Valley Specific Plan Water Main Pro-Rata Share Fee

		Eff. 01.01.2023
Res 19-1102	Existing Home Including Service Lateral Cost	$20,027
	Existing Home Excluding Service Lateral Cost	$17,280
	New Home Including Service Lateral Cost	$56,864
	Annual 4.5% interest rate adjustment	

ATTACHMENT 2

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE (RESOLUTION NO. 92-100) TO REVISE SEWER RATES AND CHARGES

WHEREAS, pursuant to sound fiscal management practices the fees, rates and charges for providing sanitary sewer services must provide for the recovery of all local and regional costs incurred by the City, Dublin San Ramon Services District (DSRSD), and City of Livermore in providing such sewerage services, including capital, operational, maintenance, administration, maintenance, monitoring and replacements costs pursuant to Municipal Code§ 15.20.30; and,

WHEREAS, fees, rates, and charges are to be increased or decreased annually, on an automatic basis, without requirement for further City Council action based on: (a) the change in the Consumer Price Index (CPI) as applied to local sewer rates and charges imposed by the City, beginning January 1, 2024, to June 30, 2024, for the first year, and then July 1, 2024, for the next two (2) fiscal years ending June 30, 2026, upon notice provided to customers as required by law; and,

WHEREAS, the City does not own or operate a wastewater treatment plant; instead, a majority of the City's wastewater is treated by DSRSD, and the remaining area is treated by the City of Livermore; and,

WHEREAS, Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through increases or decreases in the DSRSD and City of Livermore wholesale regional sewer treatment charges; and,

WHEREAS, whenever DSRSD or the City of Livermore increase their respective regional sewer rates that apply to Pleasanton customers, the City will notify its customers 30 days prior to such automatic adjustments taking effect; and,

WHEREAS, local sewer discounts provided to residents over the age of 65 are to remain at a 20% discount, and qualified low-income persons are to remain at a 30% discount with the maximum usage to remain the same at 30 CcF a billing cycle; and,

WHEREAS, as provided by Pleasanton Municipal Code section 15.20.180 sewer rates and charges shall be specified in the Master Fee Schedule.

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

SECTION 1. The Master Fee Schedule (Resolution No. 92-100) provisions regarding sewer rates, fees, and charges are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. That the City of Pleasanton approve the pass-through of DSRSD and the City of Livermore regional sewer rates to its customers.

SECTION 3. That the pass-through of DSRSD and the City of Livermore regional sewer rates to its customers is effective immediately and shall end on the next effective date for the pass-through as approved by Council action.

SECTION 4. This resolution shall become effective upon its passage and adoption and shall be operative on November 7, 2023.

SECTION 5. City Clerk shall certify to 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 meeting held on November 7, 2023

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a meeting held on the 7th day of November 2023, by the following vote:

Ayes: Councilmembers
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

CITY OF PLEASANTON
MASTER FEE SCHEDULE

X. SEWER RATES, FEES, AND CHARGES

A. Sewer Rates & Charges

Eff 01.01.24

User Charges - Bimonthly			
Residential (rate per dwelling unit):	Local [1] *effective 01/01/24*	Regional-DSRSD [2] *effective 07/01/23*	Total
Single-Family/Townhome	$29.27	$58.22	$87.49
Condominium	$20.09	$44.15	$64.24
Multifamily/Secondary Unit	$15.31	$44.15	$59.46
	effective 1/1/24	Livermore [3]	Total
Single-Family - Ruby Hill	$26.34	$122.81	$149.15

Single-Family Residential Discounts:

The following discounts are available on the City of Pleasanton Local portion ONLY for a single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.

20% - **Senior Citizens** (65 or older)

30% - **Low Income Families** who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline

DISCOUNTS SHALL NOT BE ADDITIVE

Commercial:	Billing Units	Pleasanton [1] *effective 01/01/24*		
- All commercial accounts are billed based on water consumption which varies by season and type of usage.				
- Commercial customers are subject to a minimum bi-monthly charge equivalent to the charge for a multiple-family residential customer				
Auto Steam Cleaning	up to 16 Ccf each add'l Ccf	$15.31 $1.65		
Bakeries	up to 6 Ccf each add'l Ccf	$15.31 $1.63		
Commercial Laundries	up to 16 Ccf each add'l Ccf	$15.31 $1.65		
Groceries w/Garbage Disposals	up to 6 Ccf each add'l Ccf	$15.31 $1.58		
Mortuaries	up to 16 Ccf each add'l Ccf	$15.31 $1.92		
Restaurants (Fast Food)	up to 8 Ccf each add'l Ccf	$15.31 $1.54		
Restaurants (Full Service)	up to 8 Ccf each add'l Ccf	$15.31 $1.54		
All Other	up to 16 Ccf each add'l Ccf	$15.31 $1.39		
Instituational:				
Schools (sub-metered)	Ccf	$1.34		
Schools (not sub-metered)	Ccf	$0.88		
All Other	Ccf	$1.39		

CITY OF PLEASANTON
MASTER FEE SCHEDULE

		Permit Renewal, incl application review (IIU)	$330
		Permit Amendments (IIU)	$225
Hearings & Enforcement	5.03.090	Show Cause Hearing, each hearing, hours	$890
		Enforcement Hearing, each hearing, hours	$1,185
Dental Amalgam Program	5.03.090	Permit fee - 3 yr permit for dental offices with amalgam seperator devices	$120
		Inspection fee - inspection of amalgam separator devices	$215

CITY OF PLEASANTON
MASTER FEE SCHEDULE

Lab Analysis Price Sheet	
	Regional-DSRSD [2] *effective 7/1/14*
Alkalinity Total	$32
Alkalinity Bicarbonate, HCO3	$32
Alkalinity Carbonate, C03	$32
Alkalinity Hydroxide, OH	$32
Ammonia	$126
Arsenic (incl in metals)	$60
Beryllium	$61
Biochemical Oxygen Demand (BOD)	$76
Boron	$100
Cadmium (included in Metals)	$60
Calcium & Calcium Hardness	$38
Chemical Oxygen Demand (COD)	$32
Chloride	$79
Chlorine	$94
Chromium (included in Metals)	$60
Coliform, Total, MPN Method	$188
Coliform, Total, P/A Method	$63
Color	$19
Conductivity	$32
Copper (included in Metals)	$60
Cyanide	$131
Dissolved Oxygen	$19
E-Coli, P/A Method	$63
Enterococcus	$88
Fecal Coliform, MPN Method	$188
Fluoride	$79
Hardness, Total	$38
Langelier Index	$126
Lead (included in Metals)	$60
Manganese	$61
Mercury	$130
Metals	$358
Nickel (included in Metals)	$60
Nitrate, NO3	$79
Nitrate, NO3, Hach Method	$32
Nitrite and Nitrate, Total	$79
Nitrite, NO2	$79
Nitrite, NO2, Hach Method	$32
pH	$32
Phenol	$131
Potassium	$61
Selenium (included in Metals)	$60
Silica	$79
Silver (included in Metals)	$60
Sodium	$61
Sulfate	$79
Sulfide	$32
Temperature	$11
Total Dissolved Solids, TDS	$63
Total Solids, TS	$63

Total Suspended Solids, TSS	$63
Turbidity	$32
UV 254	$26
Volatile Acids, VA	$76
Volatile Organics, EPA 624	$131
Volatile Solids, VS	$76
Zinc (included in Metals)	$60
Any lab analysis not specifically identified	Time & Materials
Outside Contract Lab Analysis	Cost + Staff Time

Fee Adjustments to Sewer Rates and Charges

(1) Local - City of Pleasanton

Starting January 1, 2024, Local sewer rates will be increased annually for a maximum of 3 years based o Council resolution #???? Rate payers will be notified 30 days prior to any such automatic increase taking effect.

(2) Regional - DSRSD

Starting January 1, 2024 and as they occur, regional rates are subject to the pass-through of DSRSD Regional rates and continue for a maximum of three years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

(3) Regional - City of Livermore

Starting January 1, 2024 and as they occur, regional rates are subject to the pass-through of City of Livermore Regional rates and continue for a maximum of three years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

B. Local and Regional (DSRSD) Sewer Connection Fees

		Pleasanton Local Fee	Regional-DSRSD [2] effective 7/1/22
RESIDENTIAL			
Single Family Dwelling Unit	per house	$500.00	15021
Auxiliary (Secondary) Dwelling Unit	per Square Foot	$2.00	9.61
Townhome, Townhouse, Duet, Duplex	*per unit*	$500.00	$15,021.00
Condominium	*per unit*	$375.00	$11,266.00
Apartment, Mobile Home	*per unit*	$330.00	$9,914.00
REGULAR (low strength wastewater)			
Auditoriums	*per seat*	$4.55	$148.84
Auto body shops/ Auto dealers	*per square foot*	$0.25	$8.19
Banks, Financial Offices	*per square foot*	$0.14	$4.47
Barber shops/ Beauty shops	*per square foot*	$0.68	$22.33
Bars, Cocktail lounges, taverns (w/o dining)	*per square foot*	$0.80	$26.05
Bowling alleys	*per square foot*	$0.70	$23.07
Car washes	*per square foot*	$3.86	$126.51
Churches	*per seat*	$11.36	$372.10
Delicatessen	*per square foot*	$1.61	$52.84
Dental Clinic	*per square foot*	$2.05	$10.42
Dry Cleaners	*per square foot*	$1.02	$33.49
Gas Stations	*per square foot*	$1.07	$34.98
General Retail/ Commercial	*per square foot*	$0.11	$3.72
Gyms, Health Clubs	*per square foot*	$0.95	$31.26
Hospital	*per bed*	$568.18	$18,604.78
Hotels, Motels (no dining facilities)	*per room*	$295.45	$9,674.48
Institutional (Resident)	*per bed*	$227.27	$7,441.91
Laundries, coin-operated	*per machine*	$295.45	$9,674.48
Laundries, full service (commercial)	*per square foot*	$2.27	$74.42

CITY OF PLEASANTON
MASTER FEE SCHEDULE

Market - Dry Goods	*per square foot*	$0.43	$14.14
Medical Clinic	*per square foot*	$0.84	$27.54
Medical/ Dental Complex	*per square foot*	$0.50	$16.37
Office Buildings	*per square foot*	$0.11	$3.72
		Pleasanton Local Fee	Regional-DSRSD [2] effective 7/1/22
REGULAR (low strength wastewater) continued			
Parks/ Rec			
Country Club	*per person*	$159.09	$5,209.34
Picnic Park	*per person*	$22.73	$744.19
Pool	*per person*	$22.73	$744.19
Tennis Courts, w/ toilet & shower	*per court*	$227.27	$7,441.91
Plant Nursery	*per square foot*	$0.18	$5.95
Printers	*per square foot*	$0.32	$10.42
Public Agencies	*per square foot*	$0.11	$3.72
Recreational vehicle R.V. Park	*per RV*	$272.72	$8,930.29
Schools (excluding cafeteria)			
W/o showers	*per student*	$34.09	$1,116.29
With showers	*per student*	$45.45	$1,488.38
Theaters	*per seat*	$4.55	$148.84
Veterinary Hospital	*per square foot*	$0.77	$25.30
Warehouse/distribution	*per square foot*	$0.07	$2.23
REGULAR (medium strength wastewater)			
Banquet Facilities - intermittent use	*per square foot*	$0.61	$22.03
Business with cafeteria	*per square foot*	$1.36	$47.06
Cafeteria	*per square foot*	$1.23	$44.05
Hotels/Motels with dining facilities	*per square foot*	$1.36	$47.06
Restaurant, Fast Food	*per square foot*	$1.36	$47.06
Restaurant, Full Service	*per square foot*	$1.23	$44.05
School with cafeteria	*per square foot*	$1.36	$47.06
REGULAR (high strength wastewater)			
Bakeries/ Donut Shops/ Ice Cream Shops	*per square foot*	$1.41	$54.45
Car washes w/ steam cleaning	*per square foot*	$0.91	$161.01
Markets with garbage disposals	*per square foot*	$3.86	$16.43
Mortuaries	*per square foot*	$0.43	$7.78
INDUSTRIAL (other):			
All other non-residential users or special use (users with above-normal discharge of flow, BOD, and SS) shall be assessed a connection fee on a case-by-case basis based on average day peak month flow, BOD, and SS to be discharged to the sewer system as follows:			
Wastewater Flow	*gallons per day*	n/a	$89.41
BOD (Biochemical Oxygen Demand)	*lbs per day*	n/a	$1,878.06
SS (Suspended Solids)	*lbs per day*	n/a	$883.01

C. Livermore Sewer Connection Fee (Ruby Hills)

Applies to residential development in Ruby Hills. This fee is collected in lieu of the DSRSD regional connection fee for the City of Livermore in accordance with the Ruby Hills Sewer Agreement

per single-family residential unit	$4,633.70

* City of Livermore council may, by resolution, adjust the fee schedule, including flow factors, from time to time. Once the fee is established, it shall automatically be increased annually based upon the Engineering News Record (ENR) 20-City Construction Cost Index (CCI). In calculating the adjustment, the rate (in each use category, including the flow, BOD and SS costs) for the base year is multiplied by the index for the then-current, divided by the base year index.

City of Livermore adjusted this fee for ENR-CCI effective 1/1/11

D. Happy Valley Specific Plan Sanitary Sewer Main Pro-Rata Share Fee

Eff. 07.01.2022

Res 19-1102	Existing Home Including Service Lateral Cost	$17,983.00
	Existing Home Excluding Service Lateral Cost	$14,716.00
	New Home Including Service Lateral Cost	$32,552.00
	Annual 4.5% interest rate adjustment	

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

September 19, 2023
Public Works

TITLE: HOLD A PUBLIC HEARING ON PROPOSED WATER AND SEWER RATE INCREASES AND ADOPT RESOLUTIONS TO AMEND THE MASTER FEE SCHEDULE FOR WATER AND SEWER RATES EFFECTIVE NOVEMBER 1, 2023 AND JANUARY 1, 2024 FOR SEWER AND WATER RATES, RESPECTIVELY

SUMMARY

The City's water and sewer utilities are operated as enterprise funds for the purpose of delivering potable water and sewer collections. An enterprise fund is a self-supporting government fund that provides services to the public for a fee to be paid by the users of the system; as such, enterprise funds are held and managed separately from the City's operations that are funded by the General Fund. Enterprise funds do not generate a profit; instead, the revenues remain in the fund to be applied to current and future needs. To maintain a financially sustainable enterprise fund, the periodic review and adjustment of water and sewer rates is a City priority and is consistent with the City's water and sewer policies.

On July 18, 2023, the City Council set a public hearing date of September 19, 2023, to consider proposed water and sewer rate increases. Water rate revenues are proposed to have an average increase of 30 percent effective November 1, 2023, then an additional 20 percent increase effective January 1, 2025, and then an additional 12 percent for the third year effective January 1, 2026. The bimonthly (every two months/billing cycle) increase the average single-family residence using 10 CcF per month (20 CcF per two-month billing cycle) can expect to see is $33 in the first year, $25 in the second year, and $17 in the third year of the proposed rate increases. Proposed rates for water customers in different usage tiers are provided later in the report. Also proposed are sewer rate increases based on inflation as defined by the Consumer Price Index (CPI), effective November 1, 2023.

The proposed water rate increase is intended to accomplish several critical outcomes:

- Immediate/near-term essential system upgrades, including pipe expansion projects and a temporary booster pump
- Funding to plan for the water supply alternative project design work
- Funding to pay for the additional purchase of water from Zone 7 over the next 2-3 years
- Augmented staffing with three positions to manage, plan and implement solutions for the water distribution system

- Replenishing the fund reserve and restoring the enterprise fund's financial position.

To inform the ratepayers of the proposed rate changes, a public hearing notice was mailed to every account holder in compliance with the State's Proposition 218 requirements. Additionally, information regarding the proposed rate increases has been provided on the City's website and through other City platforms, materials, and presentations.

RECOMMENDATION

Staff recommends the City Council hold the public hearing and accept the 80 validated protests to the rate changes received as of the close of business on September 8 (the date of the drafting of the report) as well as any additional protests received through the public hearing on September 19, 2023. If the City does not receive written protests to the rate changes from more than 50 percent of the affected customers, staff recommends the City Council adopt by resolutions the proposed changes in the Master Fee Schedule to be effective November 1, 2023, and January 1, 2024, for both water and sewer rates.

FINANCIAL STATEMENT

The City's water and sewer utility funds are enterprise funds; as such, the cost of operation of these utilities are fully paid by the users (100 percent fee-based). The proposed rate increases address the operations and maintenance and capital needs of the water, recycled water, and sewer enterprise funds to implement necessary water distribution system improvements in the near term and maintain the current recycled water and sewer systems. By State law, delivered water is charged at the cost of service so no profit is made by the enterprise; any revenues not expended at the end of the fiscal year are applied to future years' costs.

The City is a customer of the utilities and will also pay the increased charges for the water and sewer services at City parks and government buildings, including the Police Station, City Hall, Operations Services Center, Library, Fire Stations, and the Callippe Preserve Golf Course. The funding for the proposed rate increases will be a part of the FY24 mid-year budget process.

BACKGROUND

The City is a water retailer that operates and maintains a water distribution system to deliver water to city residences and businesses for domestic and irrigation uses and other uses such as firefighting. Alameda County's Zone 7 Water Agency is the Tri-Valley's water wholesaler that procures water from the state and produces water from its regional wells, which it sells to Pleasanton and other Tri-Valley water retailers for distribution. Pleasanton is a unique retailer in that in addition to buying water from Zone 7, it also has an annual groundwater pumping quota of 3,500-acre feet from its own local wells. In prior years, 3,500-acre feet is approximately 20 percent of all water delivered within Pleasanton.

The City does not own or operate a wastewater treatment plant. A majority of the City's wastewater is treated by Dublin San Ramon Services District (DSRSD), with the Ruby Hill Project Area treated by the City of Livermore. The current average dry weather flow (ADWF) from the City to DSRSD is approximately 6.3 million gallons per day (mgd). A small portion of the City's wastewater flows, which originate from Ruby Hill, are conveyed to the City of Livermore water reclamation plant. The flow from Ruby Hill to the City of Livermore's plant is approximately 0.25 mgd ADWF. Once the City's sewer is secondarily treated either at the facilities at DSRSD or the City of Livermore, the treated sewage is stored and transported through the facilities owned and operated by the Livermore Amador Valley Wastewater Management Agency (LAVWMA) to the East Bay Discharge Authority (EBDA) outfall line into the outer Bay, if not used for recycled water.

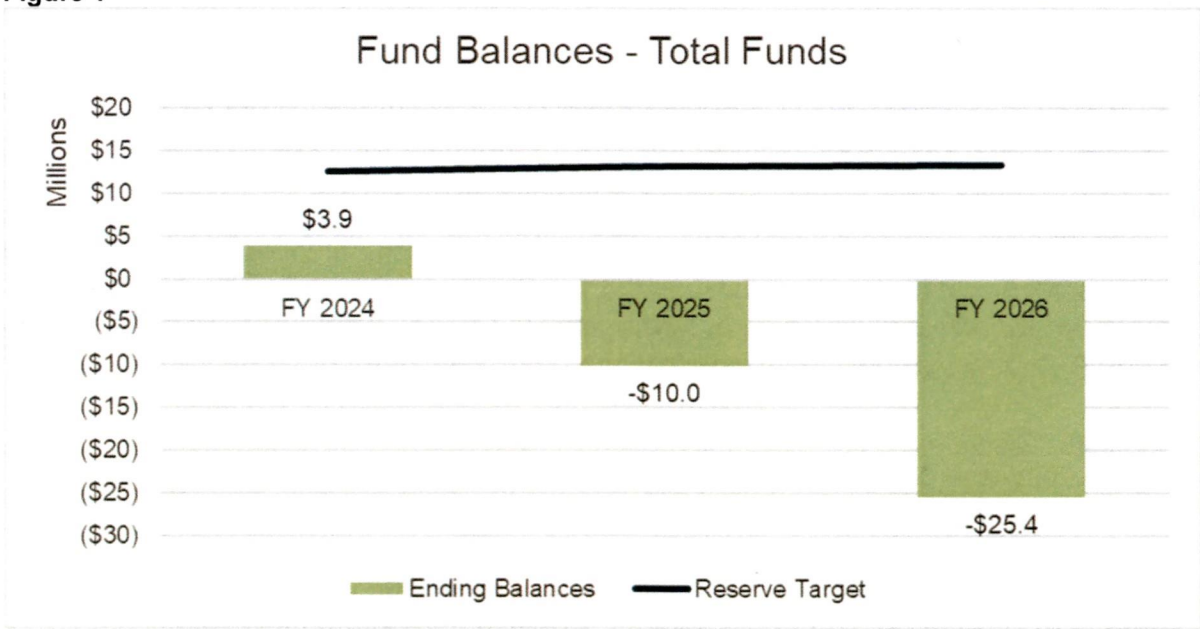
Previous Rate Studies

In 2010, the City approved a combined water and sewer rate increase of 7.27 percent, which was followed by annual increases in water and sewer rates based on inflation as defined by the change in the Consumer Price Index (CPI) for five years. In 2015, the City approved water and sewer rates to be annually increased by the change in CPI for five years – this approach did not account for growth in the community (new development from 2015 to 2020 whereby the City's population grew by approximately 5,000 or 6.6 percent) or the ability to address necessary but not funded system improvements. During this period, the Council adopted a resolution to not apply the CPI increase to both the water and sewer rates for one year due to the continuation of the Zone 7 temporary surcharge for another year. The planned 2019 rate study was delayed due to COVID-19, after which the rate study was put on hold when the PFAS Treatment and Well Rehabilitation project was paused to explore water supply alternatives, such that there were no water and sewer rate increases for the City for three years (2020, 2021 and 2022).

Financial Position of Water Enterprise Fund

The City is responsible for ensuring that the water and sewer enterprises remain fiscally solvent and that appropriate reserves are in place to fund system maintenance, repair, and replacement obligations. While the sewer enterprise is adequately funded, funding for the water distribution system is inadequate which has necessitated the use of reserves to both operate the water system and make necessary infrastructure improvements to have the pressure and capacity to deliver sufficient water supply during peak demand periods. Depletion of the water reserves is unsustainable for the operation of the enterprise fund, to the point of insolvency. This situation is problematic because it creates operational risk when reserve funds are not available to do necessary repairs or larger projects and from a policy perspective because it does not meet the City's approved reserve target of 35 percent. This reserve deficit for both the water and recycled water funds is depicted in Figure 1 below.

Figure 1



Water Quality Regulations/PFAS

In 2019, the City was made aware of contaminants of emerging concern called per- and polyfluoroalkyl substances, collectively known as PFAS, and as a result of testing results took the City's Well 8 out of service (it remains so currently). Removing Well 8 from service reduced the water system's capacity and redundancy to deliver water but the system was able to operate with Wells 5 and 6 with continued conservation.

In late 2022, the State Water Resources Control Board Division of Drinking Water (DDW) issued a General Order requiring the City to perform testing in all groundwater wells beginning the first quarter of 2023. Based on testing results and lower water demand during winter months, the City took Wells 5 and 6 offline in November 2022. Since then, the City has been purchasing 100 percent of its water supply through Zone 7. The City is nearing completion of the final report for the evaluation of water supply alternatives to select a preferred project that will treat or replace the 3,500-acre feet of water produced by the City's groundwater wells; an update will be presented to the City Council on September 19, 2023.

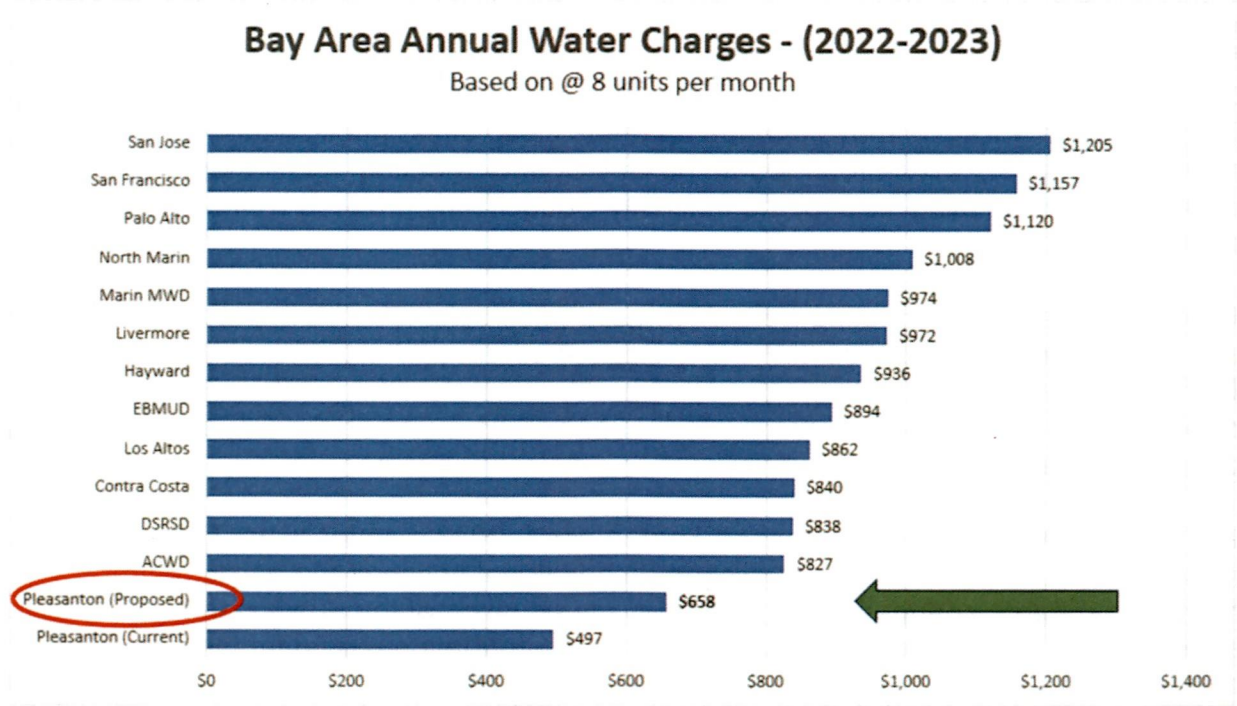
The City is actively engaged in advocacy efforts with state and federal legislators and agencies to secure funding to address the impacts of PFAS in Pleasanton; to date, both Congressman Swalwell and State Assemblymember Bauer-Kahan have been successful in allocating $3 million toward the City's projects.

Comparison of Water Rates with other Jurisdictions

Following years of increases based on CPI which includes some years of no increases due to outside issues, the City's water rates are the lowest of the surrounding jurisdictions for an average single-family residential household consuming 20 CcF of water per bi-monthly (60-day) period as shown in Table 1. Several of the jurisdictions

are in various stages of multi-year increases and the comparative rates are expected to increase from what is shown in Figure 2.

Figure 2



Source: East Bay Municipal Utility District; Pleasanton's proposed rates were added for comparison purposes. Some of these rates were effective before July 1, 2023, and those agencies may have had another rate increase since then.

Collectively, these factors combine to demonstrate the critical need to begin to increase rates, particularly for the water enterprise. The water rate increase is an initial step to ensure the continued delivery of safe, reliable drinking water to the Pleasanton community by immediately funding water system improvements, specifically including the design of water line expansions on Stoneridge Drive, Bernal Avenue and Sunol Boulevard, as well as a turnout replacement and booster station, all designed to allow sufficient capacity of water to be delivered through the water distribution system.

Public Notice

Article XIII D, Section 3(a), added to the Constitution by Proposition 218, allows agencies to adopt property-related fees, like water rates, if they issue a notice of public hearing to all ratepayers no less than 45 days prior to the date of the public hearing and hold a public hearing to adopt the proposed rates.

On July 18, 2023, the Council reviewed the proposed rates and authorized staff to mail the Proposition 218 notice to the ratepayers regarding the proposed changes to the water and sewer rates and set the public hearing date for consideration of this matter by the City Council on September 19, 2023. The rate notice establishes the highest rate that the City is permitted to adopt at this Public Hearing. The City may adopt rates lower than the rates included in the Proposition 218 public hearing notice, but it may not adopt

rates higher than those in the public hearing notice. The required public hearing notifications were sent out on August 4, 2023.

Per the requirements of Proposition 218, if more than a majority of parcels receiving water services protest any proposed rate increase, the City Council may not move forward with implementing the increases. Ratepayers and property owners are required to submit written protests to the City Clerk following the instructions on the public hearing notice. Protests may be made up to the close of the public hearing. A final number of protests will be reported at the City Council meeting, and if there is not a majority protest totaling 11,243, then the City Council may proceed with adopting the noticed rates.

Public Notices for this meeting were advertised in compliance with applicable State statutes and local ordinances. If the City Council approves the proposed rates, no further notices will be sent to ratepayers other than a note on the bills indicating that rates were approved and that more information can be found on the City's website or by contacting the City directly.

In addition to the required notices, on September 4, 2023, as part of the City's standard operating procedures, the City published an additional notice of the public hearing regarding the rate changes, which is 15 days in advance of the public hearing scheduled for September 19, 2023. Additionally, information regarding the proposed rate increases has been provided on the City's website and through other city platforms and materials and presentations.

DISCUSSION

ANALYSIS OF WATER AND SEWER RATES

Guidelines and Parameters for Water and Sewer Rates

Prior to delaying the 2019 rate study, staff met with the Water Liaison Subcommittee to develop the guidelines and parameters for structuring the proposed water and sewer rates. In addition, staff met with a Citizen Advisory Committee consisting of four community members who provided input and feedback to the Water Liaison Subcommittee. These parameters for structuring the proposed water and sewer rates included:

- Encourage water conservation
- Adhere to existing City fiscal policies, such that
    - Enterprise funds must be self-sufficient and fiscally sustainable
    - Cost of services is to be borne by users of the system
    - Repair and replacement of capital facilities are fully funded through rates
- Establish fair and equitable rates across all customer classifications.

Much of the work of the subcommittee and the advisory group was used as the foundation for this rate study; however, given the immediate and critical needs of the water system, this first phase of the rate study is necessarily focused on providing immediate funding that will implement near-term infrastructure improvements to ensure the continued delivery of safe and reliable drinking water to the Pleasanton community. This phase does not consider adjustments to the discount program for seniors and low-

income residents; this will be incorporated into the second phase of the rate study to be completed.

Due to the current sewer enterprise operations and reserves, the sewer rate increases are being limited to cost-of-living adjustment only. The City is currently updating the Sewer Master Plan with completion anticipated by summer 2024 that will outline future major maintenance projects that will be reviewed to determine if rate increases will be required in the future.

Per Proposition 218 requirements, water agencies must develop a nexus between their rates and their costs and document their methodology in an administrative record (report/study). A complete copy of the full and final Water and Recycled Water Rate Study prepared by Raftelis, dated August 4, 2023, is provided as Attachment 1.

Audit and Review of Accounts and Expenditures

The first step in analyzing the current water and sewer rates was to review and audit existing customer accounts to determine if there were any differences in the amount of water provided compared to the volume charged for in the billing system; this is a routine operating procedure for a utility. Staff also reviewed existing expenditures to determine if there were areas where costs could be reduced or economies of scale could be realized prior to developing the expenditures for the rate analysis.

Proposed Water Rate Increase

The proposed water rate increase is intended to accomplish several critical outcomes:

- Immediate/near-term essential system upgrades, including pipe expansion projects (Stoneridge Drive, Bernal Avenue and Sunol Boulevard) and a temporary booster pump that were approved by the City Council and are underway
- Funding to plan for the water supply alternative project design work – $2 million/year is budgeted toward a local solution for the 3,500-acre feet of groundwater the City is currently purchasing from Zone 7
- Funding to pay for the additional purchase of water from Zone 7 over the next 2-3 years, while the water supply alternative is constructed
- Augmented staffing with three positions to manage, plan and implement solutions for the water distribution system
- Replenishing the fund reserve to meet the policy target of 35 percent in Fiscal Year 2025/26 and restoring the enterprise fund's financial position to maintain adequate debt coverage that allows the City to resolve the water supply alternative project and projects identified in the Water System Master Plan.

To proactively address these criteria, the city contracted with Raftelis to initiate a water rate study. Aligned with established best practices, the rate study process includes three elements: a financial plan, cost of service, and rate structure.

Financial Plan

The financial plan includes several components such as inflation impacts that increase operating costs, revenues to maintain a solid financial position, and capital projects and associated debt service for the next three years. Operations and maintenance costs are proposed to increase due to inflation factors – see Table 1 below – and rising insurance premiums. As shown in Table 2 below, financial drivers are based on the funding necessary to operate, repair and maintain the water system, including replenishing the reserve balances, and to implement critical near-term system infrastructure improvements ($4.7 million in Fiscal Year 2023/24 and Fiscal Year 2024/2025, and $6.7 million in Fiscal Year 2025/26). Specifically, this includes two staff positions to support meter system operations and maintenance activities and one engineering position to design and implement identified water projects. Notably, despite significant community growth and increasing maintenance needs, staffing to support the enterprise continues to be at a minimal level. Another significant driver for the proposed rate increase is funding to continue to purchase 100 percent of the City's water from Zone 7 until construction is completed for the selected Water Supply Alternatives project (as shown on the first line in Table 2).

Table 1

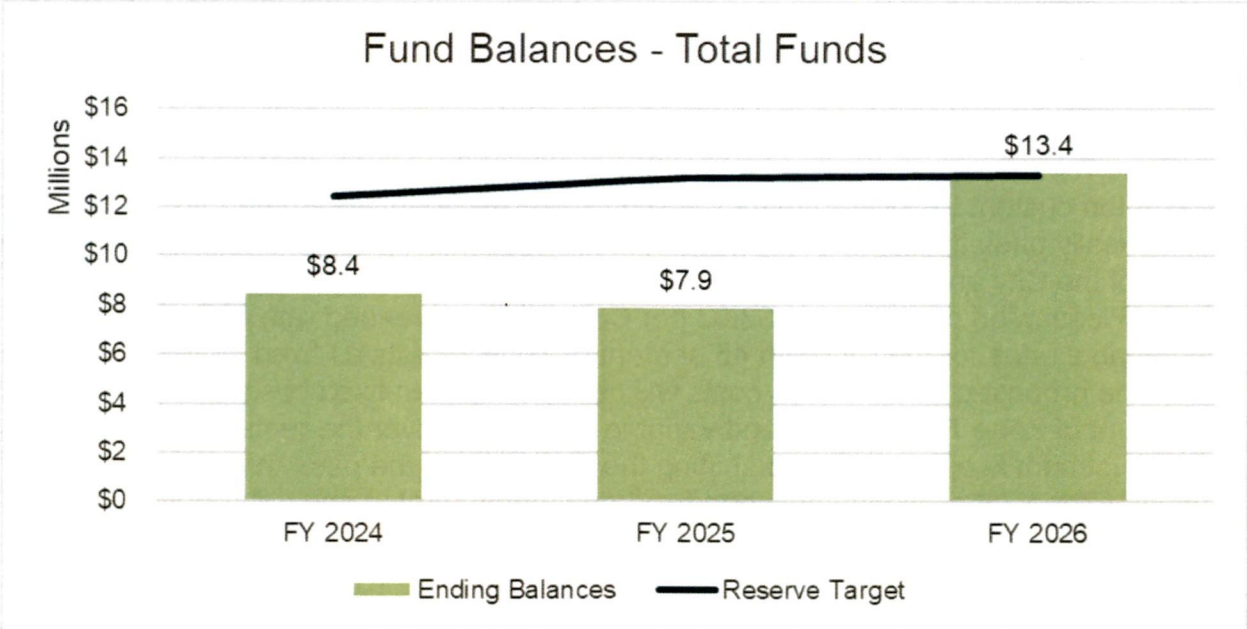
Expense Inflation Factors	FY 2024	FY 2025	FY 2026
General	5%	5%	5%
Salaries	3%	3%	3%
Health Benefits	7.8%	10%	6%
Other Benefits	3%	3%	3%
Purchased Water	6%	6%	6%
Electricity	5%	5%	4%
Capital	12.5%	12.5%	10%

Table 2

Category	FY 2024	FY 2025	FY 2026
Purchased Water	$23,800,021	$25,417,735	$25,150,627
Water Supply Alternatives	$2,000,000	$2,250,000	$2,475,000
City O&M	$11,605,056	$12,155,062	$12,692,975
CIP and Debt	$4,806,384	$5,076,384	$6,998,244
Reserve Funding	$0	$0	$0
Total	**$42,211,461**	**$44,899,180**	**$47,316,846**

The City's Reserve Policy target is 35 percent of annual operations and maintenance and five-year average cash-funded CIP. The proposed water rates over the next three years meet the Reserve Policy target in FY 2026 as shown in Figure 3.

Figure 3



The financial plan determines the revenue requirement, while the cost of service allocates the cost to different customer classes based on the nature of their use.

Cost of Service

Cost of service is the allocation of the expenses to the different cost components, as required by Proposition 218. Different customer classes have been established because of the nature of their use and characteristics. The cost of service determines how to allocate the costs between the different customer types.

Rate Structure

No change is being recommended to the current Tier structure – which is usage-based to encourage conservation – for single-family residences (SFR). The majority –55 percent – of Pleasanton customers are in Tier 1, which averages 20 CcF every two months.

No changes are being recommended to the Commercial, Multi-Family Residential, or Potable Irrigation uniform rate structures.

Staff is recommending a change to the Zone 7 pass-through rate structure. The current Zone 7 pass-through is a blended variable rate, which combines the Zone 7 fixed and variable rates. The proposed Zone 7 rates will be both variable and fixed charges (see discussion in the next section for details).

Potable Water Rates

Fixed Meter Charge

All customers are billed a fixed meter charge based on the size of the water meter. This charge also covers a portion of the operations and systems maintenance costs such as facility repair and maintenance, daily inspections of water facilities to address the health and safety of the water supply, replacement of aging infrastructure and water meters,

utility billing, and water conservation and education efforts. This charge is constant regardless of how much water is used. The fixed meter charge for both the City and Zone 7 water will be effective January 1, 2024.

Zone 7 Water Agency Wholesale Water Rate

The Zone 7 water rate is provided to the City and is a direct pass-through to the Pleasanton customers. Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through Zone 7's water rates. The setting of this rate is not within the control of the City and is subject to change at least each January 1. The current Zone 7 rate for Pleasanton customers is $3.93 per CcF; this is a blended rate of Zone 7 fixed and variable rates for the City with 45 percent of Zone 7 costs as fixed costs for FY 2023. The proposed Zone 7 fixed costs will be split between fixed costs that will cover 22 percent of Zone 7 fixed costs and variable costs that cover the remaining 78 percent. This adjustment is a move toward shifting the allocation of the pass-through rates to align with Zone 7's allocation between fixed and variable rates and will reduce the cost burden on low-water users.

Distribution Costs by Customer Type

Most water delivery fees – that is, distribution costs – vary depending upon the peaks in customer demand for water service. These distribution costs include recycled water surcharge, capacity expansion, and consumption fees as described below.

Recycled Water Surcharge

In 2015, the City developed a recycled water program for commercial irrigation water for the area between the Dublin San Ramon Services District Wastewater Treatment Plant located on Johnson Drive and the northeast section of Pleasanton. Recycled water benefits all water users by replacing potable water that was being used for irrigation that can now be supplied for domestic water usage. The current recycled water rate for all customers, except Tier 1 of the single-family residential rates, is $0.10 per CcF of added cost for the development of this program. The Recycled Water program is paying for its debt service and operating costs. The proposed recycled water surcharge is $0.01 per CcF for all potable multi-family, commercial, and irrigation customers and $0.06 per CcF for the single-family residential Tier 4 rates.

Capacity Expansion

The City constructed several water-related projects in the Vineyard Avenue Corridor Specific Plan area to accommodate an increased demand in water volume by large residential customers. Most of these costs will be repaid through fees paid by new housing development in the area. Since the expansion was also related to the high-water consumption of existing citywide residential water customers, the current rate is an additional $0.13 per CcF on the single-family residential Tier 4 rates to cover the expansion cost for the Vineyard Corridor improvements. It was determined that no rate change is needed, and this surcharge on the single-family residential Tier 4 rates will be removed once the loan is paid off. The remaining balance of the Vineyard Corridor improvements loan is approximately $100,000.

Proposed Consumption Rates

If adopted, the proposed consumption charges per 100 cubic feet (CcF), or per 748 gallons, of water consumed by the type of water customer will be effective November 1, 2023. The proposed consumption rates reflect the Zone 7 pass-through rates, which are 22 percent of the fixed rate and 100 percent of the variable rate. The proposed rates also include the consumption charges effective November 1, 2023 (distribution costs, recycled water surcharge (except Tier 1 of the single-family residential rates), and capacity expansion charges.) As indicated, rates for the average single-family residence using 10 ccf per month (20 ccf per two-month billing cycle) are proposed to increase 30 percent effective November 1, 2023, 20 percent effective January 1, 2025, and then 12 percent effective January 1, 2026. The Zone 7 rate is subject to changes adopted by the Zone 7 Board of Directors.

All proposed rate increases effective on November 1, 2023, are included in the public hearing notice, which is provided as Attachment 2.

How Do the Rate Increases Impact City Customers?

For water user fees, the study shows the need for an average increase of total rate revenues of 30 percent effective November 1, 2023, then an additional 20 percent increase effective January 1, 2025, and then an additional 12 percent for the third year effective January 1, 2026. The proposed first-year increase impacts each customer differently based on the customer's bi-monthly water consumption. Figures 4, 5, 6, and 7 present the impact of the proposed water rate increases on the single-family residential, multifamily, commercial, and irrigation customers based on a low, moderate, and high consumption for a two-month period for each customer class.

Figure 4

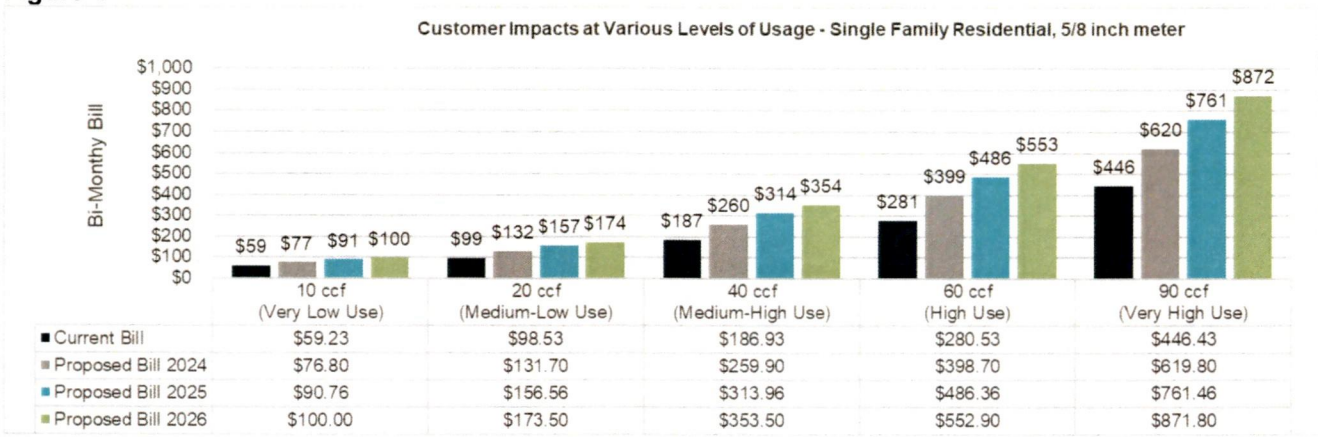


Figure 5

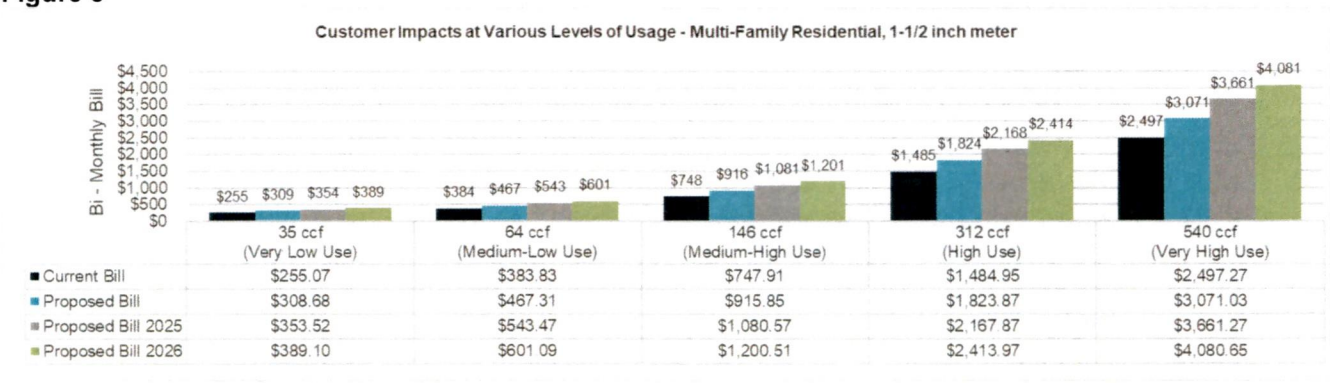


Figure 6

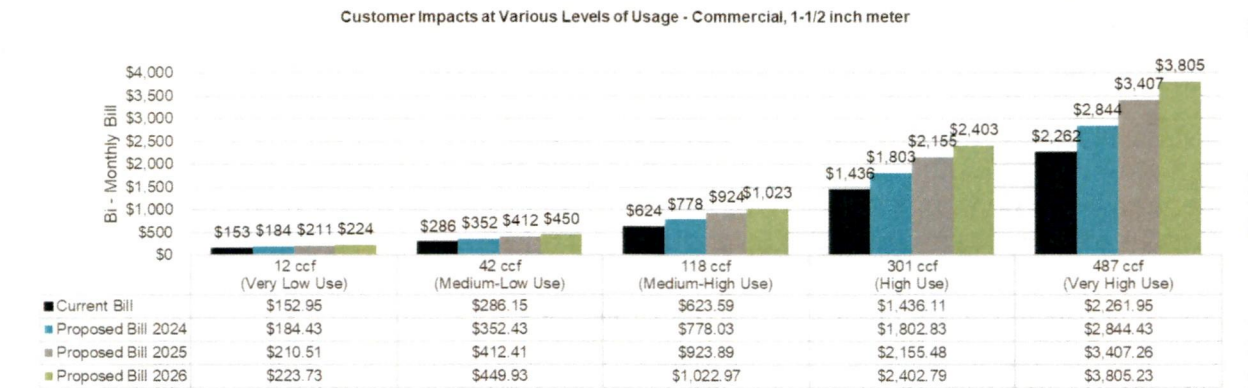
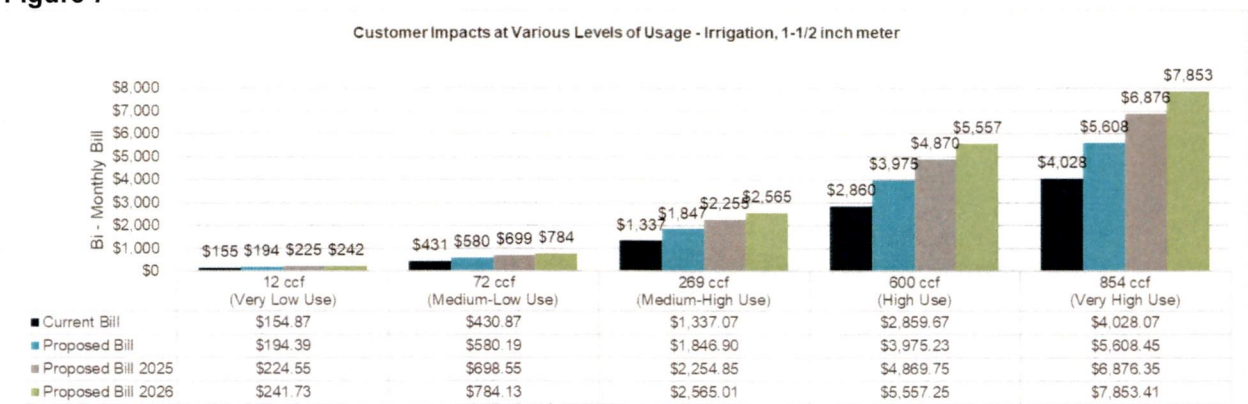


Figure 7



Drought/Water Shortage Rates

As part of the recent water rate study, current drought/water shortage rates were reviewed and updated. The goal of drought/water shortage rates is to pay for the costs for the utility to operate while a decline in consumption occurs due to drought conditions and mandated conservation. Although the drought/water shortage rates are available once the City Council has adopted them, they are not implemented until the City Council

authorizes staff to activate the drought/water shortage rates. This means that rates are not automatically increased as a result of going into Stage 1 or increasing a drought/ water shortage stage, but only when the City Council activates the drought/water shortage rates.

There are currently four stages of drought/water shortage rates that align with the Water Shortage Contingency Plan included in the City Council's previously adopted 2015 Urban Water Management Plan. The proposed drought/water shortage rates will have six stages aligning with the Water Shortage Contingency Plan included in the City Council's recently adopted 2021 Urban Water Management Plan. The current and proposed stages are shown in Table 3.

Table 3

Target Reduction	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
2021 Plan	≤10 percent (voluntary)	≤20 percent (voluntary or mandatory)	≤30 percent (mandatory)	≤40 percent (mandatory)	≤50 percent (mandatory)	>50 percent (mandatory)
2015 Plan	≤20 percent (voluntary)	≤20 percent (mandatory)	≤35 percent (mandatory)	>35 percent (mandatory)	N/A	N/A

The proposed drought/water shortage rates include a bi-monthly water allotment of 10 CcF exempt from the drought rate surcharge for every customer class. For every customer, the first 10 CcF has a $0.00 drought/water shortage rate surcharge (and just normal water rates apply), then any CcF above 10 CcF would be assessed both regular water rates and the drought/water shortage rate surcharge when, and if, the City Council activates drought/water shortage rates. The proposed drought/water shortage rates are calculated as a percent increase to all commodity rates. The proposed drought/water shortage rate increases effective on November 1, 2023, are included in the public hearing notice, which is provided as Attachment 2.

Rates for Recycled Irrigation Water Service

The City purchases and delivers recycled irrigation water to commercial customers in limited areas. A summary of the proposed recycled water rates is included in the public hearing notice, which is provided as Attachment 2.

The current recycled water rate is based on 90 percent of the potable irrigation rate. Currently, all customers, except Tier 1 of the single-family residential potable water rates, pay $0.10 per CcF of added cost for developing the recycled water program since it increases potable water capacity systemwide. Since the recycled water program has already been developed, it was determined that the cost of the program be calculated independently from the potable water rates and shall be paid by the recycled water customers. The Recycled Water Program is paying for its debt service and operating costs. The proposed three-year water rate study meets the debt service coverage of 1.25 for the existing Recycled Water debt service.

The proposed recycled water fixed charge is the same as the City's potable water fixed charge and is based on meter size. The proposed variable rate is $4.29 per CcF, effective November 1, 2023.

Senior and Low-Income Discounts

The City currently offers a 20 percent discount on water and sewer rates for single-family residents who qualify as a "senior" (age 65 or older) and provides a 30 percent discount for residents who are eligible as a low-income family (those who qualify for PG&E, PacBell, or cable television discounts through either the California Department of Economic Opportunity or the Social Security Administration). Residents cannot apply for both discounts. The City also limits both programs to a discount only if the customer's bi-monthly water consumption is less than or equal to 30 CcF maximum usage. These discount programs are funded through the City's General Fund and are not funded by rates. In this first phase of rate increases, there is no proposed change to the low-income and senior discount maximum usage of 30 CcF; however, with the second phase of the rate study, staff will evaluate the maximum usage amount for senior discounts to be in alignment with the City's water conservation efforts. There will be an increased cost to the General Fund with these proposed rate adjustments. For FY23, these programs totaled $260,000 from the General Fund.

Proposed Local Sewer Rate Increase

A Pleasanton sewer bill is comprised of the regional wastewater treatment component either provided by DSRSD or the City of Livermore, the transport component provided by LAVWMA (included in the treatment charges from DSRSD or the City of Livermore), and finally, the local collection component provided by the City of Pleasanton. The portions of the sewer bill associated with the cost of the treatment and transport components are managed by DSRSD and the City of Livermore and said charges are passed through to the customers by the City. The portion of the sewer bill associated with the local collection system (pipes, pumps, labor) is managed by the City of Pleasanton.

Local sewer service charges are developed to equitably allocate costs to users for asset operation, pay for debt service incurred for the construction of sewer facilities, and perform the necessary maintenance and repairs (or replacement) of the wastewater collection system. The costs also include the labor and pumping charges associated with the collection and pumping of raw sewage to the DSRSD and/or City of Livermore treatment plants. The local portion of the current City rates represents approximately 33 percent of the overall bi-monthly (60-day) sewer bill.

Annual Consumer Price Index Rate Adjustments

To have customers pay for the total cost of utility service operation in the Sewer Fund, staff is recommending the proposed sewer rates become effective November 1, 2023, for the first year, then annually increased based on the change in the consumer CPI – All Urban Consumers for the San Francisco-Oakland-San Jose, CA area. The first year of the proposed rates will be from November 1, 2023, to June 30, 2024, following which the City Manager is authorized and directed to increase these rates and charges based upon the percentage change reflected in the annual CPI available as of March 31. The

rates will be recalculated in April of each year and will be effective the following July 1 of that year. Staff is currently developing a Sewer Management Master Plan (SMMP), which will be completed in 2024 and will incorporate the SMMP recommendations in a future rate study.

Pass-Through of Future Regional Rate Increases

The City does not own or operate a wastewater treatment plant; instead, a majority of the City's wastewater is treated by DSRSD and the remaining area is treated by the City of Livermore. Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through increases or decreases in the DSRSD and City of Livermore wholesale regional sewer treatment charges. This law still requires that the City provide 30-day notices to ratepayers prior to such automatic adjustments taking effect. The City is proposing that when DSRSD or the City of Livermore increase their respective regional sewer rates that apply to Pleasanton customers, the City will notify its customers 30 days prior to such automatic adjustments taking effect.

Structural Changes – Ruby Hill Local Sewer Rates

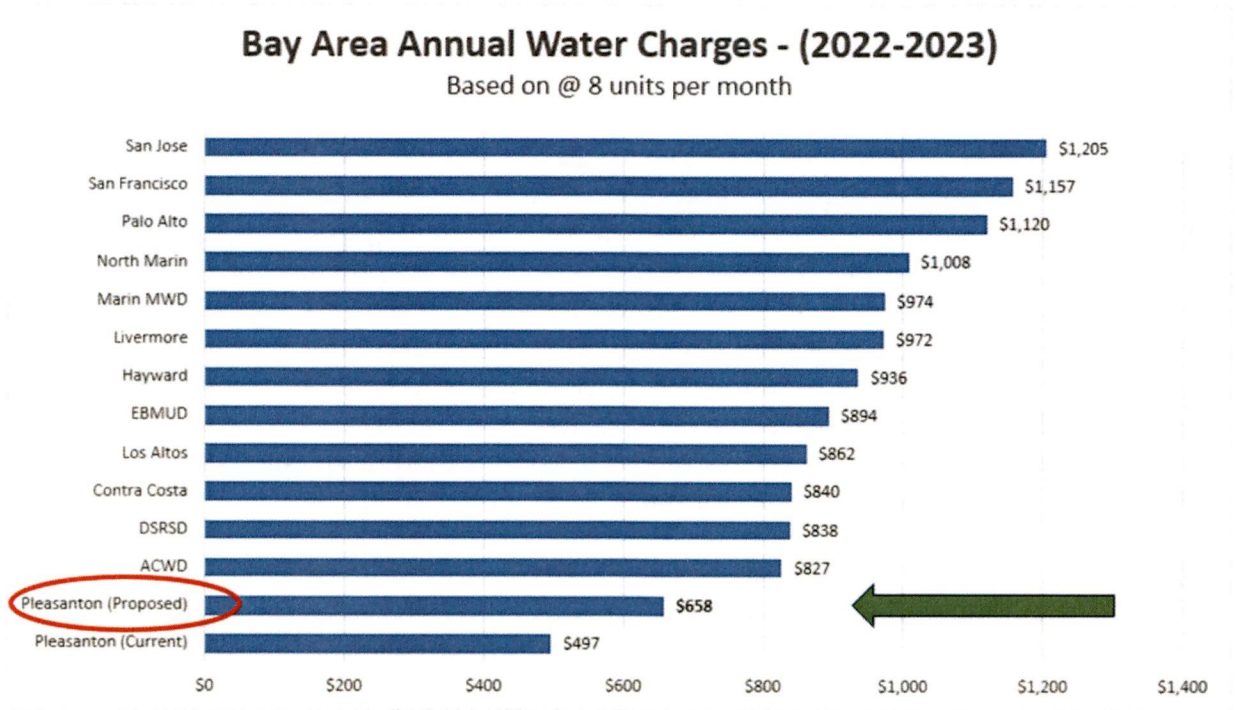
The City is required to maintain the collection system within Ruby Hill, which receives treatment services from Livermore. The current Ruby Hill rate structure is 90 percent of the City's sewer rates. On November 10, 2017, the City and Livermore executed an amendment to their original agreement limiting the Ruby Hill sewer service charge to no more than 90 percent of both the City and Livermore's sewer service charges (supported by City of Pleasanton Resolution 17-967 and City of Livermore Resolution 2017-195). No changes are being proposed to the Ruby Hill Local sewer rates as part of this rate study. Any structural changes to these rates will be addressed in the formal agreement between the City and the City of Livermore.

The proposed bi-monthly local sewer bill rates for Ruby Hill customers as of November 1, 2023, are included in the public hearing notice, which is provided as Attachment 2.

COMPARISON OF PROPOSED WATER AND SEWER RATES WITH OTHER JURISDICTIONS

The final step in the analysis and development of the rates is how Pleasanton's water and sewer rates compare to other agencies that provide similar services. Figure 8 compares the City's current and proposed water rates to the surrounding jurisdictions. As you can see, the City's water rates are lower than surrounding jurisdictions for a household consuming 20 CcF of water per bi-monthly period.

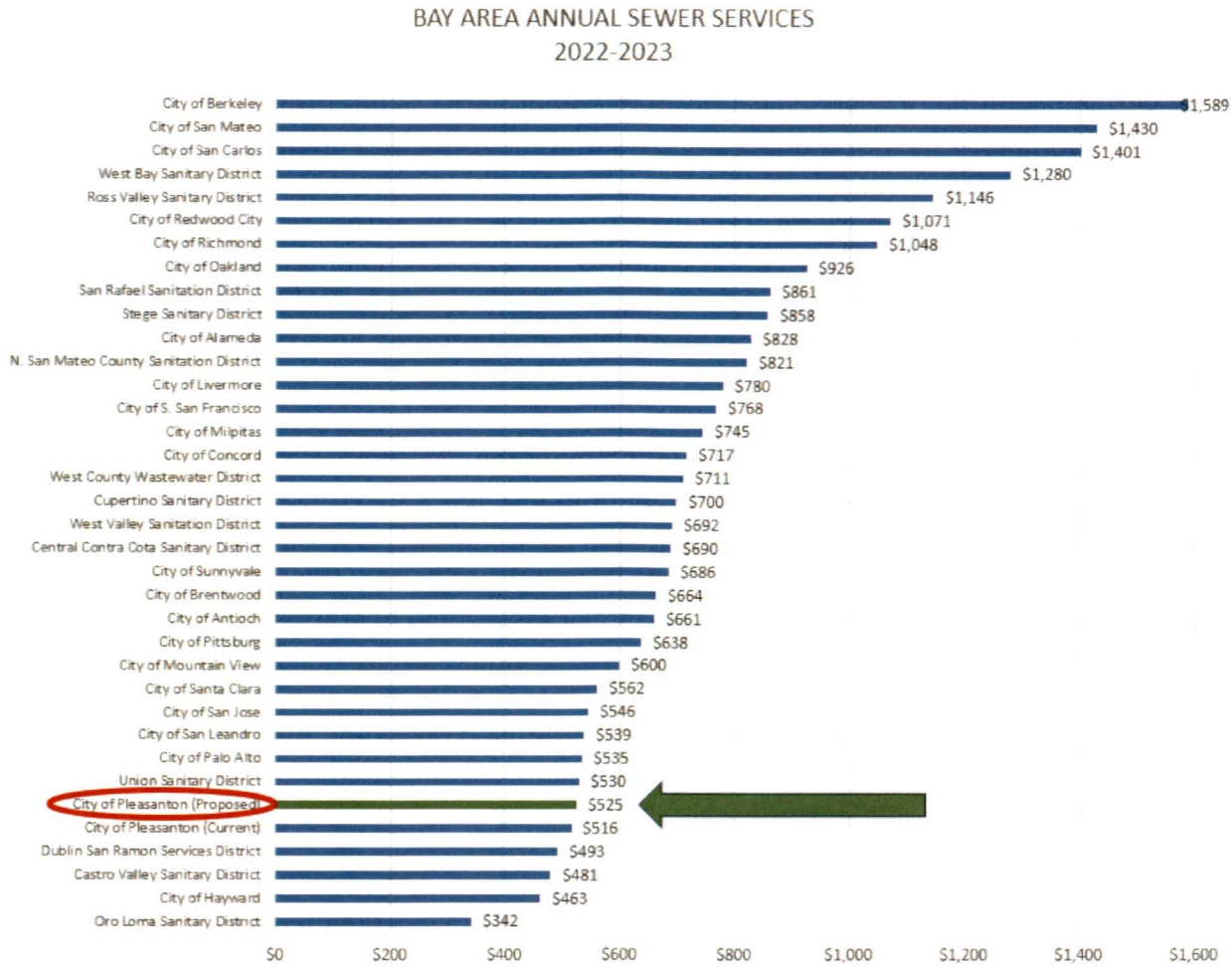
Figure 8



Source: East Bay Municipal Utility District; Pleasanton's proposed rates were added for comparison purposes. Some of these rates were effective before July 1, 2023, and those agencies may have had another rate increase since then.

Figure 9 presents a comparison of Pleasanton's sewer charges to other surrounding jurisdictions. Of note, DSRSD has a considerably lower local rate compared to Livermore and Pleasanton. Staff reviewed this issue and found that the City's staffing levels and electrical costs are higher than DSRSD's due to pumping charges associated with pumping sewer to the DSRSD plant located on Stoneridge Drive adjacent to I-680, as compared to DSRSD's gravity flow system that has very little, if any, pumping costs.

Figure 9



Source: Dublin San Ramon Services District

PUBLIC INPUT

The City has received numerous inquiries and 80 validated protests as of the close of business on September 8 (the date of the drafting of this report). Written protests will be accepted through 5:00 pm on September 19 and during the public hearing at the City Council meeting.

The consensus of the public comments is that the materials, and thus the rate increases are confusing, and it is difficult to understand the actual dollar amount of the change. As required by Proposition 218, the public hearing notice must disclose information at a detailed level, serving to highlight the complexity of a rate increase with multiple changes associated with fixed and variable costs further complicated by changes to Zone 7 charges.

More specific to most residents' comments and the City's responses, there are several components of water rates listed on current utility bills, including usage-based charges for both Zone 7 and the City, in addition to one fixed meter charge. The proposed rates

will include usage-based fees for both Zone 7 and the City, in addition to fixed meter fees for both agencies. Materials produced by the City note that when looking at individual components of the proposed rates, some line-item changes are significant; however, focusing on only specific/individual components of the proposed rate increase gives an incomplete view and understanding of the overall rate adjustment that was recommended in the water rate study. For example, the current Pleasanton distribution rate (listed as "Pleasanton Water Var Charge" on line 2 of current utility bills) does not sufficiently cover the cost of delivering water to the 22,000 customers and maintaining the distribution system. While this rate is increasing, it is due to shifting costs from fixed meter charges (listed as "Pleasanton Fixed Water" Charge on line 1 of current utility bills) which are decreasing.

Additionally, there were comments noting the increase would be more than $33 for a billing cycle. Materials produced by the City note that the $33.17 increase for a bi-monthly bill is based on an average residential customer that uses 20 CcF; however, the increase amount will vary based on actual water usage. As shown in the charts above (Figure 4), the more water a single-family residential customer uses the higher the bill will be, based on the usage-based tiers for single-family residents.

To assist the ratepayers in understanding the proposed changes, the City issued a Frequently Asked Questions (FAQ) that further addresses inquiries, which is provided as Attachment 5.

NEXT STEPS

Concurrent with this first phase of the rate study the City is working on several near- and long-term water program activities to address PFAS and ensure the state of good repair of the water distribution system in the long term:

1. **Water Supply Alternatives Project:** In September 2020, the City began development of the PFAS Treatment and Wells Rehabilitation Project to address PFAS contamination and extend the life of the existing groundwater supply. This project would rehabilitate/replace existing well facilities and construct a Centralized Treatment Facility for disinfection and PFAS treatment of groundwater before distribution. Given project costs and other considerations, in September 2022, the City Council authorized staff to perform a Water Supply Alternatives Study and put the PFAS Treatment and Wells Rehabilitation Project on hold. ***The selection of the preferred project will be discussed with the City Council on September 19, 2023 and presented formally to the Council on October 17, 2023.***

2. **Water System Management Plan:** Staff recently completed a high-level assessment of the water program utilizing the EPA's Effective Utility Management Guidance document. Staff intends to update the water program to address the findings and is currently developing a Water System Management Plan (WSMP) to manage the water program moving forward.

The draft Water System Master Plan will be completed by the end of 2023.

3. **Water Program Funding:** In addition to supporting the ongoing operational and service costs of continuing to deliver clean, reliable water to customers, funding will be required for the following:
   - Reserve replenishment to recover from the previous drought emergency and potential increased water supply expenses due to the loss of the City's groundwater wells and increases in DSRSD-EBMUD Recycled Water Authority (DERWA) recycled water wholesale rates. ***The water rate increases proposed in this report address the funding needed for this effort.***
   - Rehabilitation/treatment of groundwater wells and/or implementation of alternative water supply sources. The Water Supply Alternative Project will identify the needed capital project; ***a Phase 2 water rate study to be completed by either late 2024 or early 2025 will propose the funding needed for the selected project.***
   - Enhanced capital infrastructure projects for regulatory compliance, service enhancements, and address repair and replacement. Staff will initiate an update of the water financial plan (and on a four-year cycle moving forward) that evaluates annual costs to meet expected operational service levels and to implement a 10-year Capital Improvement Plan (CIP). ***This project will be completed in early 2024.***

Submitted by:	Fiscal Review:	Approved by:
Adam Nelkin for		
Norm Dorais Interim Director of Public Works	Susan Hsieh Director of Finance	Gerry Beaudin City Manager

Attachments:

1. Water and Recycled Water Rate Study prepared by Raftelis
2. Public Hearing Notice to Ratepayers
3. Resolution for Water rates
4. Resolution for Sewer rates
5. Frequently Asked Questions

ATTACHMENT 1

CITY OF

Pleasanton

Water and Recycled Water Rate Study

Final Report / August 4, 2023

RAFTELIS

THE CITY OF PLEASANTON

RAFTELIS

August 4, 2023

Tamara Baptista
Deputy Director of Business Services, Operations Services Department
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

Subject: Water and Recycled Water Rate Study Report

Dear Tamara Baptista,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this Water and Recycled Water Rate Study Report (Report) for the City of Pleasanton (City).

The primary objectives of the Study include the following:

- Developing a long-term financial plan that sufficiently funds operating expenses, capital replacement and improvement costs, and prudent reserve balances
- Conducting a cost of service analysis that fairly and equitably allocates costs among customer classes
- Designing water and recycled water rates that fully recover costs to serve customers while minimizing rate impacts to the extent possible, and promoting affordability for essential needs
- Preparing a Study Report, or administrative record, that clearly and comprehensively explains each step of the rate study process
- Developing water and recycled water rates that are in alignment with cost of service principles and Proposition 218 requirements

The Report details the long-term financial plan, cost of service analysis, and proposed rates for the City's water and recycled water utilities. It was a pleasure working with you and your team, and we wish to express our gratitude for the support you and the other City staff provided us during the study.

Sincerely,

Brian Bass
Project Manager

Lindsay Roth
Lead Analyst

445 S Figueroa St Suite 1925
Los Angeles, CA 90071
www.raftelis.com

Table of Contents

1.1. LIST OF TABLES 7
1.2. LIST OF FIGURES 9
1. EXECUTIVE SUMMARY 1
1.1. STUDY BACKGROUND 1
1.2. OBJECTIVES OF THE STUDY 1
1.3. CURRENT RATES 1
1.4. PROCESS AND APPROACH 2
1.5. LEGAL FRAMEWORK 3
1.5.1. California Constitution – Article XIII D, Section 6 (Proposition 218) 3
1.5.2. California Constitution – Article X, Section 2 3
1.6. COST-BASED RATE SETTING METHODOLOGY 4
1.6.1. Revenue Requirement Calculation 4
1.6.2. Cost of Service Analysis 4
1.6.3. Rate Design and Derivation 5
1.6.4. Preparation of Administrative Record and Rate Adoption 5
1.7. FINANCIAL PLAN RESULTS AND RECOMMENDATIONS 5
1.7.1. Factors Affecting Revenue Requirements 5
1.7.2. Financial Plan Results 6
1.8. PROPOSED WATER RATES 8
1.9. CUSTOMER IMPACTS 9
1.10. DROUGHT RATES 9
1.10.1. Process and Approach 10
1.10.2. Proposed Drought Rates 11
1.10.3. Customer Impacts 12
2. FINANCIAL PLAN 15
2.1. INFLATIONARY ASSUMPTIONS 15
2.2. CURRENT WATER RATES 15
2.3. CUSTOMER ACCOUNTS AND USAGE 16
2.4. PROJECTED REVENUES AT CURRENT RATES 17

2.5. PROJECTED REVENUES 20
2.6. ESTIMATED PURCHASED WATER COSTS 20
2.7. PROJECTED O&M EXPENSES 22
2.8. EXISTING DEBT SERVICE 23
2.9. CAPITAL PROJECT FUNDING 23
2.10. STATUS QUO FINANCIAL PLAN 24
2.11. PROPOSED FINANCIAL PLAN 27
3. COST OF SERVICE ANALYSIS 32
3.1. PROCESS AND APPROACH 32
3.2. REVENUE REQUIREMENT 33
3.3. WATER SYSTEM FUNCTIONS 34
3.4. COST COMPONENTS 37
3.5. PEAKING FACTORS 37
3.6. PEAK CAPACITY 38
3.7. EQUIVALENT METERS 41
3.8. COST ALLOCATIONS 42
3.9. REVENUE REQUIREMENT DISTRIBUTION 45
3.10. UNIT COST DERIVATION 47
4. RATE DESIGN AND DERIVATION 50
4.1. PROPOSED ADJUSTMENTS 50
4.2. BI-MONTHLY SERVICE CHARGES 50
4.3. WATER USAGE RATES 51
4.3.1. Peaking Component 51
4.3.2. Recycled Water Surcharge 51
4.3.3. Zone 7 Variable Costs 51
4.3.4. Recycled Water Variable Rate 52
4.3.5. Water Usage Rates 53
4.4. PROPOSED RATE SCHEDULE 55
4.5. CUSTOMER IMPACTS 56
5. DROUGHT RATES 59
5.1. PROCESS AND APPROACH 59
5.2. DROUGHT ALLOCATIONS AND COSTS 59

5.2.1. Water Allocations 59
5.2.2. Financial Impacts 61
5.3. DROUGHT RATES 65
5.3.1. Drought Rate Calculation & Proposed Drought Rates 65
5.3.2. Customer Impacts 67

List of Tables

Table 1-1: Current Bi-Monthly Service Charge 2
Table 1-2: Current Consumption Charges 2
Table 1-3: Reserve Policy 5
Table 1-4: Proposed Revenue Adjustments 6
Table 1-5: Proposed Meter Service Charges 8
Table 1-6: Proposed Consumption Charges 9
Table 1-7: Drought Stages and Reduction 10
Table 1-8: Estimated Water Sales by Stage (ccf) 10
Table 1-9: FY 2024 Proposed Drought Rates ($/ccf) 11
Table 1-10: FY 2025 Proposed Drought Rates ($/ccf) 11
Table 1-11: FY 2026 Proposed Drought Rates ($/ccf) 12
Table 2-1: Revenue Inflation Factors 15
Table 2-2: Expense Inflation Factors 15
Table 2-3: Current Bi-Monthly Service Charge 16
Table 2-4: Current Consumption Charges 16
Table 2-5: Projected Customer Accounts 17
Table 2-6: Projected Water Usage 17
Table 2-7: Calculated Bi-Monthly Service Charge Revenue 18
Table 2-8: Calculated Water Consumption Revenue 18
Table 2-9: Calculated Discount Program Revenue Reductions 19
Table 2-10: Calculated Water Revenues 19
Table 2-11: Calculated Recycled Water Revenues 19
Table 2-12: Projected Revenue Summary 20
Table 2-13: Calculated Zone 7 Water Supply Cost 21
Table 2-14: Calculated Recycled Water Cost 22
Table 2-15: Projected O&M Expenses 23
Table 2-16: Existing Debt Service Summary 23
Table 2-17: Projected CIP 24
Table 2-18: Status Quo Financial Plan 25
Table 2-19: Proposed Revenue Adjustments 28
Table 2-20: Proposed Financial Plan 29
Table 3-1: FY 2024 Water Revenue Requirement 33
Table 3-2: FY 2024 Recycled Water Revenue Requirement 34
Table 3-3: FY 2024 Passthrough Revenue Requirement 34
Table 3-4: O&M Expense Functions 36
Table 3-5: Capital Expenditure Functions 36
Table 3-6: System-Wide Peaking Factors 38
Table 3-7: Class-Specific Peaking Factors 38
Table 3-8: Peak Capacity Calculation 40
Table 3-9: Meter Capacity Ratios 41
Table 3-10: Meter Counts by Class 42
Table 3-11: Equivalent Meters 42
Table 3-12: Operating Cost Allocation 44
Table 3-13: Capital Cost Allocation 44
Table 3-14: Zone 7 Cost Allocation 45
Table 3-15: Revenue Requirement by Cost Component 46

Table 3-16: Units of Service 48
Table 3-17: Unit Cost by Cost Component 48
Table 3-18: Cost of Service by Customer Class 49
Table 4-1: Proposed Revenue Adjustments 50
Table 4-2: Proposed Bi-Monthly Service Charge (FY 2023) 50
Table 4-3: Peaking Unit Cost Calculation 51
Table 4-4: Recycled Water Surcharge Unit Cost Calculation 51
Table 4-5: Zone 7 Variable Unit Cost Calculation by Class 52
Table 4-6: Recycled Water Rate Calculation 53
Table 4-7: Proposed Water Usage Rates (FY 2024) 54
Table 4-8: Proposed Bi-Monthly Service Charges 55
Table 4-9: Proposed Water Usage Rates 56
Table 5-1: Drought Stages and Reduction 60
Table 5-2: Drought Rate Exempt Allotment by Customer Class 60
Table 5-3: Estimated Water Usage by Stage 61
Table 5-4: Expected Revenue Loss by Stage (Excluding Allotment Revenue) 63
Table 5-5: Additional O&M Costs by Stage 63
Table 5-6: Zone 7 Variable Cost Savings by Stage 63
Table 5-7: Total Drought Costs by Stage 64
Table 5-8: Drought Rate Percentage Calculation 66
Table 5-9: Proposed FY 2024 Drought Rates 66

List of Figures

Figure 1-1: Proposed Water Financial Plan 6
Figure 1-2: Proposed Recycled Water Financial Plan 7
Figure 1-3: Proposed Fund Balances 7
Figure 1-4: Planned CIP Expenditures 8
Figure 1-5: Single Family Residential Bill Impacts 9
Figure 1-6: Single Family Residential Bill Impacts 12
Figure 1-7: Multi-Family Residential Bill Impacts 13
Figure 1-8: Commercial Bill Impacts 13
Figure 1-9: Irrigation Bill Impacts 14
Figure 2-1: Status Quo Financial Plan – Water 26
Figure 2-2: Status Quo Financial Plan – Recycled Water 26
Figure 2-3: Status Quo Debt Service Coverage 27
Figure 2-4: Status Quo Scenario Fund Balances 27
Figure 2-5: Proposed Water Financial Plan 30
Figure 2-6: Proposed Recycled Water Financial Plan 30
Figure 2-7: Proposed Debt Service Coverage 31
Figure 2-8: Proposed Ending Fund Balances 31
Figure 4-1: Single Family Residential Bill Impacts 57
Figure 4-2: Commercial Bill Impacts 57
Figure 4-3: Multi-Family Residential Bill Impacts 58
Figure 4-4: Irrigation Bill Impacts 58
Figure 5-1: Single Family Residential Bill Impacts 67
Figure 5-2: Multi-Family Residential Bill Impacts 68
Figure 5-3: Commercial Bill Impacts 68
Figure 5-4: Irrigation Bill Impacts 69

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1. Executive Summary

1.1. Study Background

In 2019, the City of Pleasanton contracted with Raftelis to conduct a Water and Recycled Water Rate Study, which includes the development of a long-term financial plan, cost of service (COS) analysis, proposed water rates, recycled water rates, and drought rates. The Study culminates in five years of cost-based water and recycled water rate recommendations based on the results of the financial planning exercise, the COS analysis, and the calculation of drought rates based on the most recent Water Shortage Contingency Plan. This Executive Summary outlines the rate proposal and contains a description of the Study process, methodology, and recommendations for the City's water rates, recycled water rates, and drought rates.

1.2. Objectives of the Study

The significant component and objectives of the Study include:

1. Develop a long-term financial plan that meets the water utility's revenue requirements, including operations and maintenance (O&M) expenses and the capital improvement plan (CIP), while adequately funding reserves in accordance with industry best practices and the City's adopted financial practices
2. Conduct a COS analysis that establishes a nexus between the cost to serve customers and the responsibility of each class aligning with Proposition 218 requirements and based on industry standards
3. Develop five years of water and recycled water rates that align with Proposition 218 requirements and ensure financial sufficiency to fund operating and capital costs over the Study period
4. Develop drought rates that recover the financial impacts of each drought stage based on the cost of providing service

1.3. Current Rates

The City's current water rates were implemented on February 1, 2023 and include a bi-monthly service charge based on meter size, a tiered usage rate for single family residential (SFR) customers charged for every hundred cubic feet (ccf) of water used, a uniform rate for all other customer classes charged for every ccf of water used, and a surcharge for recycled water charged for every ccf of recycled water used. The recycled water surcharge is assessed to SFR customers using Tier 2 or higher water usage and all other customers. The recycled water surcharge has already been included in the rates shown below.

Table 1-1 shows the current bi-monthly service charges by meter size. **Table 1-2** shows the current tiered usage rate by customer class and bi-monthly tiers.

Table 1-1: Current Bi-Monthly Service Charge

Meter Size	FY 2023
5/8 inch	$19.93
3/4 inch	$29.89
1 inch	$49.84
1-1/2 inch	$99.67
2 inch	$159.48
3 inch	$348.90
4 inch	$996.83
6 inch	$1,993.67
8 inch	$3,488.91
10 inch	$5,482.57

Table 1-2: Current Consumption Charges

Consumption Charge ($/ccf)	FY 2023
Single Family Residential	
Tier 1 - 20 ccf	$3.93
Tier 2 - 40 ccf	$4.42
Tier 3 - 60 ccf	$4.68
Tier 4 - 60+ ccf	$5.53
Multi-Family Residential	$4.44
Commercial	$4.44
Industrial	$4.44
Irrigation	$4.60
Recycled Water Irrigation	$4.05

1.4. Process and Approach

Raftelis held several meetings with City staff to discuss and understand the objectives, characteristics, and challenges of the City's water and recycled water utilities to provide the recommendations and results detailed in this report. Raftelis confirmed various assumptions and inputs and used an iterative process to view several scenarios to determine the recommended financial plan and water and recycled water rates. City staff discussed the capital project requirements and water purchase cost estimates over a 10-year horizon, which are two primary drivers of the future revenue needs of the utility. Raftelis then designed and presented a COS and rate model to analyze various rate scenarios which fully fund the utility's revenue requirements through fair, equitable, and cost-based rates.

The proposed financial plan detailed in this report follows industry standards for long-term financial planning. The financial plan relies on reasonable assumptions based on industry indices, such as general inflation based on the Consumer Price Index (CPI) and input from City staff. Raftelis worked closely with City staff to determine the most accurate methodology to project future revenues and expenses to reinforce sound fiscal management practices.

The financial plan includes the current fiscal year (FY) 2023 and the five years between FY 2024 to FY 2028. Each fiscal year begins on July 1 and ends on July 30. For example, FY 2023 is defined as the year beginning on July 1, 2022 and ending on June 30, 2023. The proposed rates were developed for implementation on November 1, 2023 in FY 2024 and in January ever year after that through FY 2026.

The COS analysis and resulting water rates are developed using the principles established by the American Water Works Association's (AWWA) *Principles of Water Rates, Fees, and Charges, 7th edition* (M1 Manual). The water and recycled water rates developed in this Study were designed based on the industry standard Base-Extra Capacity methodology and the legal requirements set forth in the following section. This methodology allocates costs consistent with demand patterns of each customer class and for tiered rates, the demand patterns of each tier.

1.5. Legal Framework[1]

1.5.1. CALIFORNIA CONSTITUTION – ARTICLE XIII D, SECTION 6 (PROPOSITION 218)

Proposition 218 was enacted by voters in 1996 to ensure, in part, that fees and charges imposed for ongoing delivery of a service to a property (property-related fees and charges) are proportional to, and do not exceed, the cost of providing service. Water service fees and charges are property-related fees and charges subject to the provisions of California Constitution Article XIII D, Section 6 (Proposition 218). The principal requirements, as they relate to public water service fees and charges are as follows:

1. Revenues derived from the fee or charge shall not exceed the costs required to provide the property-related service.
2. Revenues derived by the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.
3. The amount of the fee or charge imposed upon any parcel shall not exceed the proportional cost of service attributable to the parcel.
4. No fee or charge may be imposed for a service unless that service is actually used or immediately available to the owner of property.
5. A written notice of the proposed fee or charge shall be mailed to the record owner of each parcel not less than 45 days prior to a public hearing, when the agency considers all written protests against the charge.

As stated in the M1 Manual, "water rates and charges should be recovered from classes of customers in proportion to the cost of serving those customers." Raftelis follows industry standard rate setting methodologies set forth by the AWWA M1 Manual to ensure that the results of this Study align with Proposition 218 requirements and create rates that do not exceed the proportionate cost of providing water service.

1.5.2. CALIFORNIA CONSTITUTION – ARTICLE X, SECTION 2

Article X, Section 2 of the California Constitution states the following:

> *"It is hereby declared that because of the conditions prevailing in this State the general welfare requires that the water resources of the State be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and for the public welfare."*

[1] Raftelis does not practice law, nor does it provide legal advice. The above discussion provides a general overview of Raftelis' understanding as rate practitioners and is labeled "legal framework" for literary convenience only. The City should consult with its legal counsel for clarification and/or specific guidance.

Article X, Section 2 of the State Constitution establishes the need to preserve the state's water supplies and to discourage the waste or unreasonable use of water by encouraging conservation. Public agencies are constitutionally mandated to maximize the beneficial use of water, prevent waste, and encourage conservation.

In addition, Section 106 of the California Water Code declares that the highest priority use of water is for domestic purposes, with irrigation water secondary. To meet the objectives of Article X, Section 2 and the California Water Code, a water purveyor may utilize its water rate design to incentivize the efficient use of water. The City established tiered water rates (also known as "inclining tier" or "inclining block") water rates to incentivize customers to use water in an efficient manner. The inclining tier rates (as well as rates for uniform rate classes) need to be based on the proportionate costs incurred to provide water to, and within, each customer class to align with Proposition 218.

Tiered water rate structures, when properly designed and differentiated by customer class, allow a water utility to send conservation price signals to customers while proportionately allocating the costs of service. Due to a necessity in reducing water waste and increasing efficiency, tiered water rates are ubiquitous, especially in relatively water-scarce regions like California. Tiered rates align with the requirements of Proposition 218 if the tiered rates reflect the proportionate cost of providing service *within* each tier.

1.6. Cost-Based Rate Setting Methodology

To develop water rates that align with Proposition 218, meet industry standards, and accomplish the City's goals for the Study, Raftelis follows the four major steps discussed below.

1.6.1. REVENUE REQUIREMENT CALCULATION

The first step in the rate-making process is to determine the adequate and appropriate level of funding for a given utility. This is referred to as determining the "revenue requirement" for the base year, which for this Study is FY 2024 and runs from July 1, 2023 to June 30, 2024. This analysis considers the short-term and long-term service objectives of the utility over a given planning horizon, including capital facilities, O&M, and financial reserve policies to determine the adequacy of a utility's existing rates to recover its costs. Several factors affect these projections, including the number of customers served, water use trends, non-recurring revenues, conservation, use restrictions, inflation, interest rates, capital financing needs, and other changes in operating and economic conditions, among others.

1.6.2. COST OF SERVICE ANALYSIS

The annual cost of providing water service is distributed among customer classes commensurate with their service requirements. A COS analysis involves the following:

1. **Categorize Costs into System Functions:** Utilizing an agency's approved budget, financial reports, operating data, engineering data, and CIP, a rate study generally categorizes (i.e., functionalizes) the operating and capital costs of the water system among major system functions. Examples of system functions include but are not limited to water supply, storage, treatment, pumping, and transmission and distribution.
2. **Allocate Functionalized Costs to the Appropriate System Cost Components:** Cost components represent the major pieces of a water system that the agency incurs specific costs related to, with one or more functions attributable to one or more system components. For example, distribution costs (system function) are allocated to base and maximum hour (cost components) since distribution lines are sized to accommodate maximum day (peak) demands. The City's water system cost components include

groundwater, recycled water, base delivery, maximum day, maximum hour, meter servicing, and customer service.

3. **Determine Units of Service and Unit Costs for Cost Components:** Each cost component is associated with a specific unit of service; costs within each component are divided by the total units of service to determine the unit cost. For example, customer service costs are associated with the total number of customer accounts. Dividing total annual costs by total customer accounts yields the unit cost of customer service.
4. **Distribute Cost Components to Customer Class:** The cost of the system, allocated by system component unit costs, are distributed to customer classes and tiers in proportion to their respective demands and burdens on the system using the units of service and unit costs for each component.

1.6.3. RATE DESIGN AND DERIVATION

Rates do more than simply recover costs. Within the legal framework and industry standards, properly designed rates should support and optimize a blend of objectives, such as conservation, affordability for essential needs, and revenue stability, among others. Rates can act as a public information tool in communicating these objectives to customers.

1.6.4. PREPARATION OF ADMINISTRATIVE RECORD AND RATE ADOPTION

Rate adoption is the last step of the rate-making process. Raftelis documents the Study results in this Report (also known as the administrative record), which reflects the basis upon which the rates were calculated, the rationale and justifications behind the proposed charges, any changes to the rate structures, and anticipated financial impacts to ratepayers.

1.7. Financial Plan Results and Recommendations

1.7.1. FACTORS AFFECTING REVENUE REQUIREMENTS

The following items affect the water utility's revenue requirement (i.e., costs) and thus its water rates. The utility's expenses include O&M expenses, capital project costs, debt service, and reserve funding.

- **O&M Funding:** There are a few factors influencing the increase in spending on O&M. First, higher than usual inflation has led to higher O&M costs than were previously planned for under the current water rates. Next, because of recent drought conditions, Zone 7 purchased water costs are expected to increase in the coming years. Finally, the water system will be bringing on three new full-time employees (FTEs) at the start of the Study period.
- **Capital Funding:** The water utility has approximately $37.9M in planned capital expenditures from FY 2024 through FY 2028 (accounting for inflation). Planned capital project costs are anticipated to be entirely cash funded through net rate revenues and existing and future reserves.
- **Reserve Funding:** Reserve targets are adopted to ensure enough cash on hand to meet routine cash flow needs, provide adequate for planned repairs and replacements (R&R) CIP, navigate emergencies in the event of asset failure or natural disaster, and to protect ratepayers from rate spikes. **Table 1-3** summarizes the City's current reserve policy.

Table 1-3: Reserve Policy

Reserve Policy	Target Policy	FY 2024 Target
Water Operating and Capital	35% of O&M Expenses	$11,533,550
Recycled Water Operating	35% of O&M Expenses	$918,997
Total		**$12,452,547**

1.7.2. FINANCIAL PLAN RESULTS

Table 1-4 shows the proposed revenue adjustments that allows the City to maintain financial sufficiency, fund operating and capital expenses, and achieve recommended cash reserves for the water utility. The proposed adjustments apply to the City's rate revenues, which were projected for future years assuming no growth in customer accounts or demand during the Study period. Water demand in FY 2022 represents estimated baseline use for the City's customers. We assume an annual increase in demand of 2.5% from FY 2025 through FY 2026 for all customer classes except recycled water irrigation, which is assumed to remain at constant demand for the study period. The assumed account growth is 1.0% annually across all customer classes. Demand and account growth assumptions based on the most recent Water Master Plan.

The proposed revenue adjustments represent the increase to total rate revenues required to recover the water utility's costs and not the expected impact to each customer class. Water rates developed for the base year (FY 2024) reflect the results of the COS analysis, which impacts each customer class, and tier, differently. Revenue adjustments in subsequent years are applied across all charges, classes, and tiers proportional to the base year rates.

Table 1-4: Proposed Revenue Adjustments

Revenue Adjustments (All Revenues)	FY 2024	FY 2025	FY 2026
Effective Month	January	January	January
Percent Adjustment	30.0%	20.0%	12.0%

Figure 1-1 and **Figure 1-2** show the three-year financial plans for FY 2024 through FY 2026 for water and recycled water, respectively. The stacked bars represent the costs of the water utility: O&M expenses make up most of the water financial plan (light gray bars). Debt service (dark gray bars) is only part of the recycled water financial plan and takes up the majority of expenses in the first two years of the Study period. CIP costs (yellow bars) represent the costs of the rate funded capital program. Purchased water from Zone 7 (blue bars) will be recovered through passthrough charges. Net cash flow (light green bars) represent revenue used to contribute to reserve targets and is a large portion of the recycled water financial plan in the last three years of the Study period. Current revenues (solid line) equal the projected revenues at the City's existing water rates and proposed revenues (dotted line) equal the projected revenues with the proposed revenue adjustments in **Table 1-4** applied.

Figure 1-1: Proposed Water Financial Plan

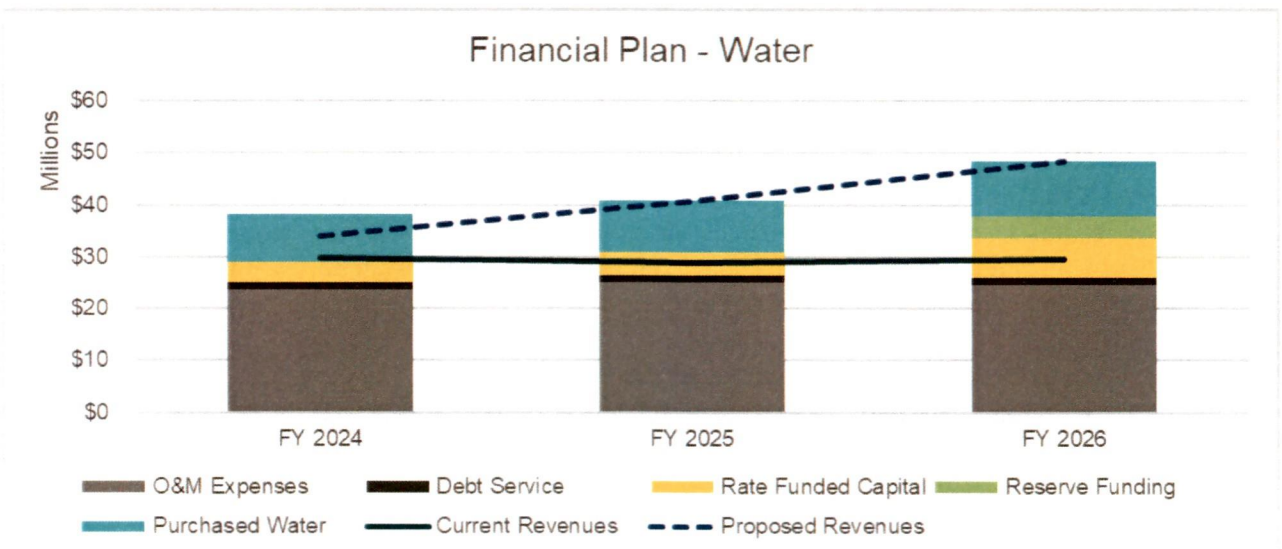


Figure 1-2: Proposed Recycled Water Financial Plan

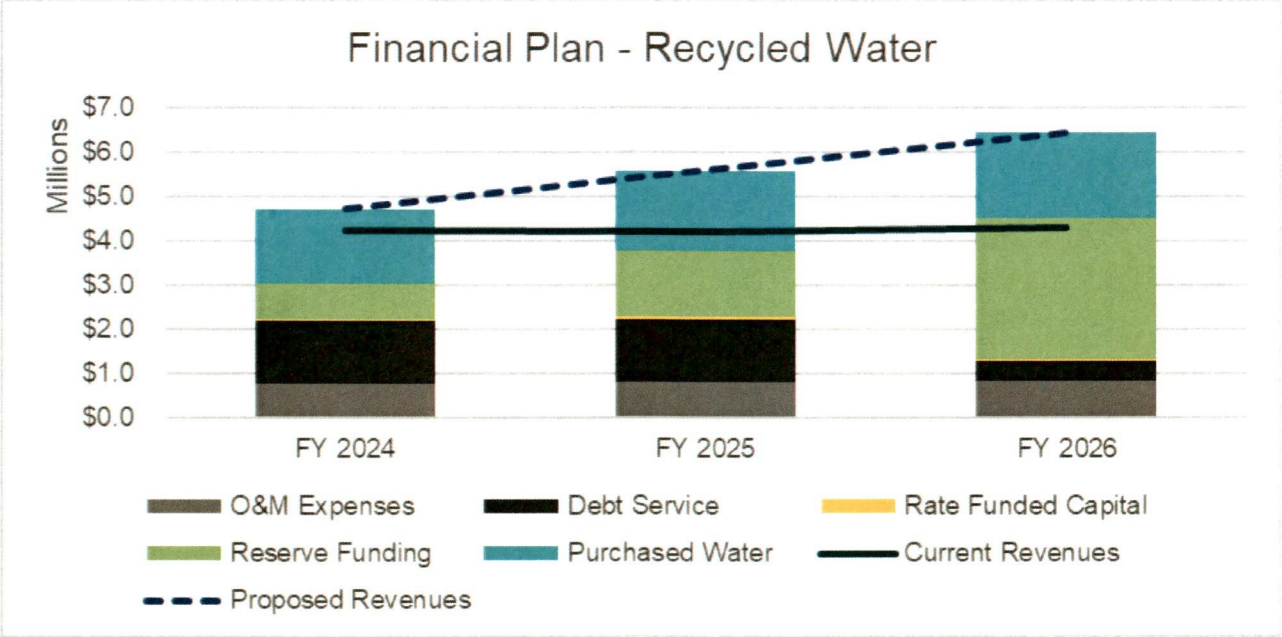


Figure 1-3 shows the combined ending fund balances for water and recycled water from FY 2024 to FY 2026. The reserve target (dark blue line) is determined based on the recommended reserve policy targets in **Table 1-3**. The ending fund balances fall below the reserve targets in FY 2023 and FY 2024 before recovering and meeting the reserve target by FY 2027.

Figure 1-3: Proposed Fund Balances

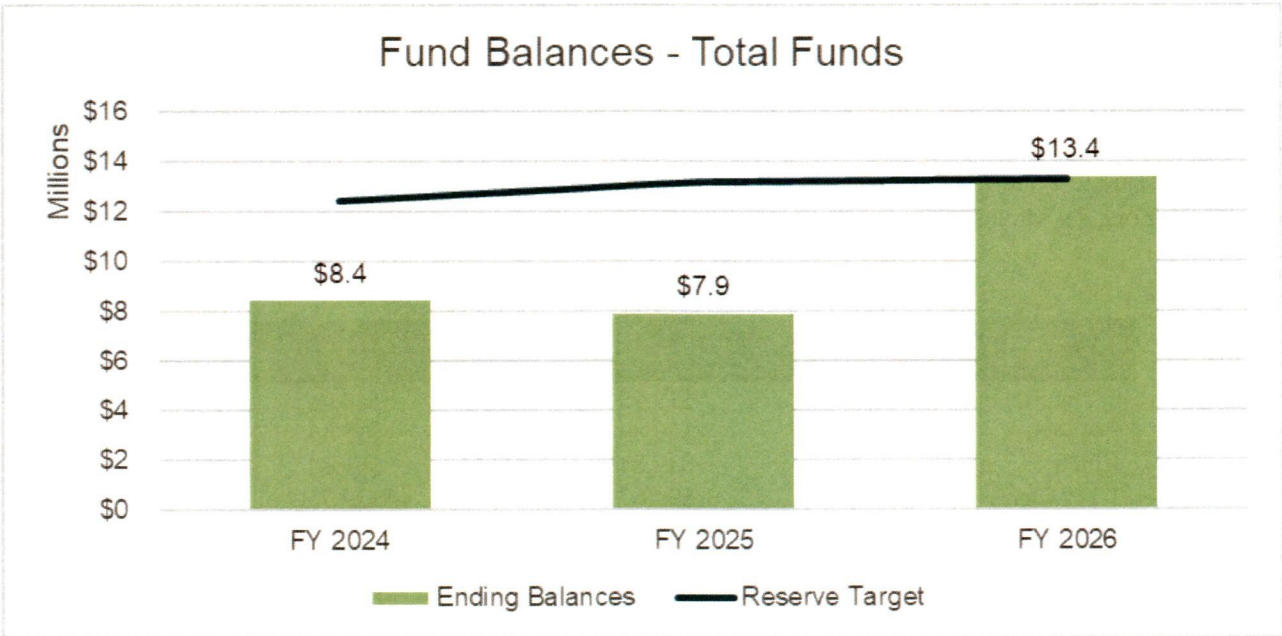
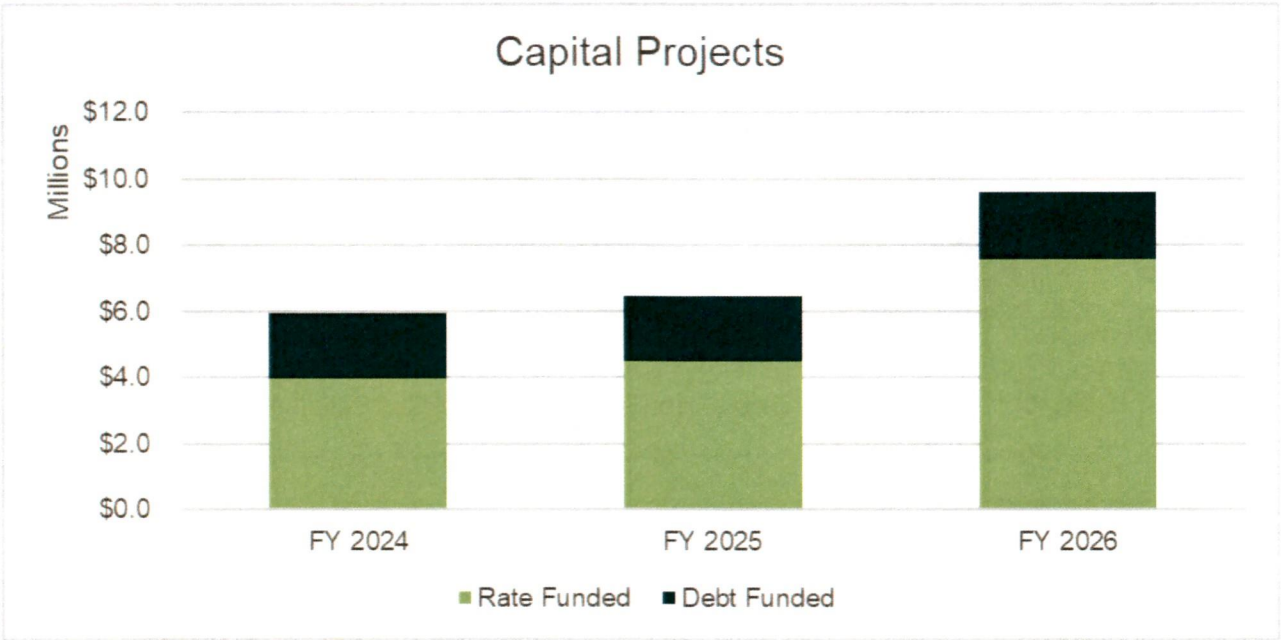


Figure 1-4 shows the three-year CIP expenditures from FY 2024 through FY 2026. Most planned CIP expenses for the three-year period are anticipated to be cash funded through rate revenues and existing capital reserves. The City plans to take out a $6M loan in FY 2024, the proceeds of which will be spread out over the three-year period to fund the remainder of the CIP expenditures.

Figure 1-4: Planned CIP Expenditures



1.8. Proposed Water Rates

Table 1-5 and **Table 1-6** show the proposed bi-monthly meter service charge consumption charges, respectively, for FY 2024 through FY 2026 based on the above recommendations. Rates for FY 2024 are determined based on the results of the COS analysis. The overall revenue collected in FY 2024 will match the rate adjustment for that year but impacts to individual customer classes may differ. Rates for all subsequent years are determined based on the corresponding revenue adjustments in **Table 1-4**. Please note that rates for January 2024 and beyond include assumptions for Zone 7 water purchase costs; however, the Zone 7 passthrough rates will be calculated based on actual costs paid to Zone 7 in any given year. The proposed rates shown for these years may differ based on changes to Zone 7's wholesale water rates.

Table 1-5: Proposed Meter Service Charges

Bi-Monthly Meter Service Charge	Current	January 2024	January 2025	January 2026
5/8 inch	$19.93	$21.90	$24.96	$26.50
3/4 inch	$29.89	$31.43	$35.43	$37.16
1 inch	$49.84	$55.27	$61.64	$63.87
1-1/2 inch	$99.67	$117.23	$129.75	$133.25
2 inch	$159.48	$155.37	$171.68	$175.97
3 inch	$348.90	$431.84	$475.59	$485.60
4 inch	$996.83	$755.97	$831.89	$848.61
6 inch	$1,993.67	$1,337.52	$1,471.17	$1,499.93
8 inch	$3,488.91	$3,339.54	$3,671.91	$3,742.08

10 inch	$5,482.57	$5,246.23	$5,767.86	$5,877.48

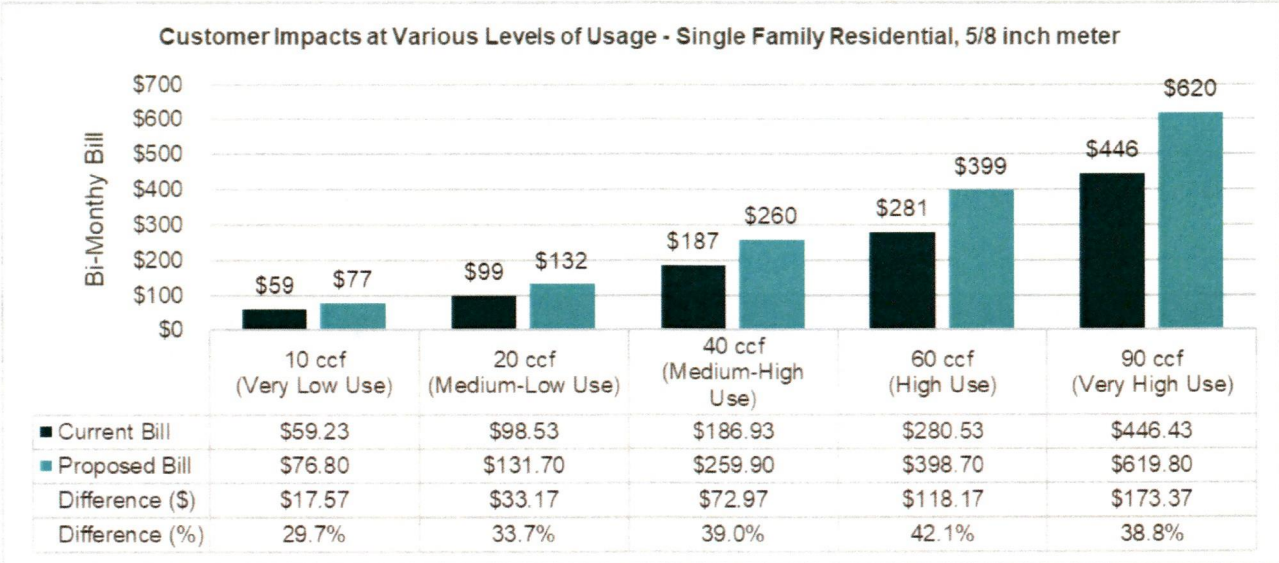
Table 1-6: Proposed Consumption Charges

Consumption Charge	Current	January 2024	January 2025	January 2026
Single Family Residential				
Tier 1 - 20 ccf	$3.93	$5.49	$6.58	$7.35
Tier 2 - 40 ccf	$4.42	$6.41	$7.87	$9.00
Tier 3 - 60 ccf	$4.68	$6.94	$8.62	$9.97
Tier 4 - 60+ ccf	$5.53	$7.24	$9.04	$10.50
Multi-Family Residential	$4.44	$5.47	$6.55	$7.31
Commercial/Industrial	$4.44	$5.60	$6.73	$7.54
Irrigation	$4.60	$6.43	$7.90	$9.04
Recycled Water Irrigation	$4.05	$4.29	$6.04	$7.75

1.9. Customer Impacts

Figure 1-5 shows the proposed FY 2024 bi-monthly bill impacts for SFR customers at various levels of water usage. The impacts show bills for a 5/8" meter, the most common meter size for SFR customers. Bill increases fall between a 30 and 40% per bi-monthly bill depending on the amount of water used.

Figure 1-5: Single Family Residential Bill Impacts



1.10. Drought Rates

The City engaged Raftelis to conduct a Drought Rate Study as part of the Water and Recycled Water Cost of Service and Rate Study. The City adopted its latest water shortage contingency plan in June of 2021, which details the six drought stages and the corresponding water usage reductions. The resulting drought rates align with Proposition 218 requirements and allow the City to reliably recover the necessary revenue to fully fund the water system in times of drought.

The major objectives when developing drought rates include:

- Determine water allocations for each customer class during each drought stage based on the 2021 Water Shortage Contingency Plan
- Calculate the financial impacts of reduced water sales and changes to water supply sources
- Evaluate various drought rate structures to determine the structure best suited to meet the City's needs
- Develop drought rates that recover the financial impacts of each drought stage based on the cost of providing service

1.10.1. PROCESS AND APPROACH

Drought rates are governed by the requirements of Proposition 218 and Article X of the California Constitution. The development of the drought rates must show the nexus between the costs of providing water service and the rates charged to customers, must maximize the beneficial use of water (often defined as indoor use for health and hygiene), and must encourage conservation.

Drought rates are designed to recover lost revenue due to reduction in water use during each stage, to incorporate the potential changes to the City's water supply sources and their corresponding costs, to align with specific drought stages outlined in the 2021 Water Shortage Contingency Plan, and to provide financial flexibility for the City when declaring drought stages and implementing the appropriate drought rates. The proposed rates are based on the City's proposed water rates for FY 2024, which will go into effect January 1, 2024.

There are four steps to conducting a drought rate study, which include:

1. Allocating water reductions between various customer classes based on defined drought stages
2. Calculating financial impacts to the City in each stage
3. Determining the most appropriate drought cost recovery mechanism (rate structure)
4. Evaluating financial impacts to customers

For the first step of the drought rate study, City staff provided the Water Shortage Contingency Plan which was adopted in 2021. **Table 1-7** shows the overall reduction targets for the entire water system.

Table 1-7: Drought Stages and Reduction

Line	A Water Reduction	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	Target Reduction Goal	0%	≤10%	≤20%	≤30%	≤40%	≤50%	>50%

The water sales by drought stage are calculated using the target reductions developed in the Water Shortage Contingency Plan. **Table 1-8** shows the estimated water sales in ccf for each stage of drought that aligns with the percent reductions shown above in **Table 1-7**. Baseline is defined as water usage estimated in FY 2024.

Table 1-8: Estimated Water Sales by Stage (ccf)

Line	A Water Sales in ccf (FY 2024)	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	**Total**	**5,031,962**	**4,528,766**	**4,025,570**	**3,522,373**	**3,019,177**	**2,515,981**	**2,258,585**
2	*Percent Reduction*		-10%	-20%	-30%	-40%	-50%	-54%

A key step in a drought rate study is to calculate the financial implications for the City during a drought. Considerations include:

- How much commodity revenue is expected due to cutbacks?
- How much will this change the City's water supply mix and the costs associated with each source?

- How will this change the City's operating costs, if at all?

For the City, the most significant financial consequence is the loss of consumption-based revenue, the severity of which depends on the drought stage. Drought conditions will also require more staff to be hired to handle conservation efforts and respond to an increase in customer service requests. There will be additional costs associated with drought including increased printing and mailing costs for noticing customers of changes to their rates and other miscellaneous equipment. Conversely, the City can expect cost savings for Zone 7 water purchases and groundwater pumping since less water will be purchased and circulated through the system.

Based on direction provided by City staff, the drought rates were developed as a proportional commodity charge increase to the proposed water usage charges for FY 2024, which allows for the ability of customers to change their water bill, encourages conservation, and promotes affordability. To prevent increasing water bills for those users already conserving, each customer will be allowed a bi-monthly allotment of 10 ccf that will be exempt from the drought rates.

1.10.2. PROPOSED DROUGHT RATES

Table 1-9 through **Table 1-11** show the proposed drought rates by customer class and tier for Stages 1 through 6. The drought rates for each stage are calculated based on the proportion of drought costs that need to be recovered in each stage multiplied by the base water usage rates. Based on Proposition 218 requirements, the resulting drought rates are the maximum that the City Council can implement. When officially declaring a drought stage, the Council has the discretion to implement a lower drought rate, use reserves to make up for lost revenue, defer capital projects to reduce total expenditures, or a combination of those three strategies to best meet the needs of the City.

Table 1-9: FY 2024 Proposed Drought Rates ($/ccf)

Line	A Drought Rate Schedule	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	10 ccf allotment (all classes)						
2	Single Family Residential						
3	Tier 1	$0.64	$1.60	$2.95	$5.28	$9.92	$14.91
4	Tier 2	$0.75	$1.86	$3.45	$6.16	$11.58	$17.41
5	Tier 3	$0.81	$2.02	$3.73	$6.67	$12.54	$18.84
6	Tier 4	$0.84	$2.10	$3.89	$6.96	$13.08	$19.66
7	Multi-Family Residential	$0.64	$1.59	$2.94	$5.26	$9.89	$14.85
8	Commercial/Industrial	$0.65	$1.63	$3.01	$5.38	$10.12	$15.21
9	Irrigation	$0.75	$1.87	$3.46	$6.18	$11.62	$17.46

Table 1-10: FY 2025 Proposed Drought Rates ($/ccf)

Line	A Drought Rate Schedule	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	10 ccf allotment (all classes)						
2	Single Family Residential						
3	Tier 1	$0.77	$1.92	$3.54	$6.34	$11.91	$17.90
4	Tier 2	$0.90	$2.24	$4.14	$7.40	$13.90	$20.90
5	Tier 3	$0.98	$2.43	$4.48	$8.01	$15.05	$22.61
6	Tier 4	$1.01	$2.52	$4.67	$8.36	$15.70	$23.60
7	Multi-Family Residential	$0.77	$1.91	$3.53	$6.32	$11.87	$17.82

8	Commercial/Industrial	$0.78	$1.96	$3.62	$6.46	$12.15	$18.26
9	Irrigation	$0.90	$2.25	$4.16	$7.42	$13.95	$20.96

Table 1-11: FY 2026 Proposed Drought Rates ($/ccf)

Line	A Drought Rate Schedule	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	10 ccf allotment (all classes)						
2	Single Family Residential						
3	Tier 1	$0.87	$2.16	$3.97	$7.11	$13.34	$20.05
4	Tier 2	$1.01	$2.51	$4.64	$8.29	$15.57	$23.41
5	Tier 3	$1.10	$2.73	$5.02	$8.98	$16.86	$25.33
6	Tier 4	$1.14	$2.83	$5.24	$9.37	$17.59	$26.44
7	Multi-Family Residential	$0.87	$2.14	$3.96	$7.08	$13.30	$19.96
8	Commercial/Industrial	$0.88	$2.20	$4.06	$7.24	$13.61	$20.46
9	Irrigation	$1.01	$2.52	$4.66	$8.32	$15.63	$23.48

1.10.3. CUSTOMER IMPACTS

Figure 1-6 through **Figure 1-9** show the bill impacts for a Single Family, Multi-Family, Commercial, and Irrigation customer, respectively. Each bill calculation uses the most common meter size and the median usage for that customer class.

The figures demonstrate that when the City's customers comply with the recommended water usage reductions as defined by the Water Shortage Contingency Plan, the customer's water bill during a drought will not exceed their baseline water bill. However, if customers do not comply with the recommended water usage reductions, then the impact to their water bill can be significant.

Figure 1-6: Single Family Residential Bill Impacts

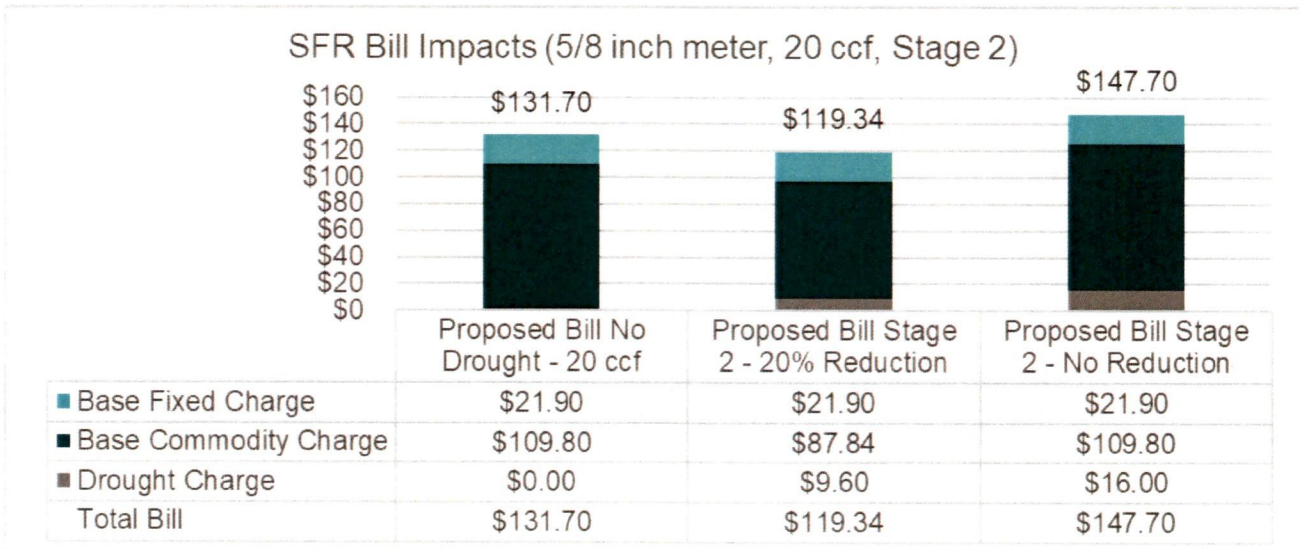
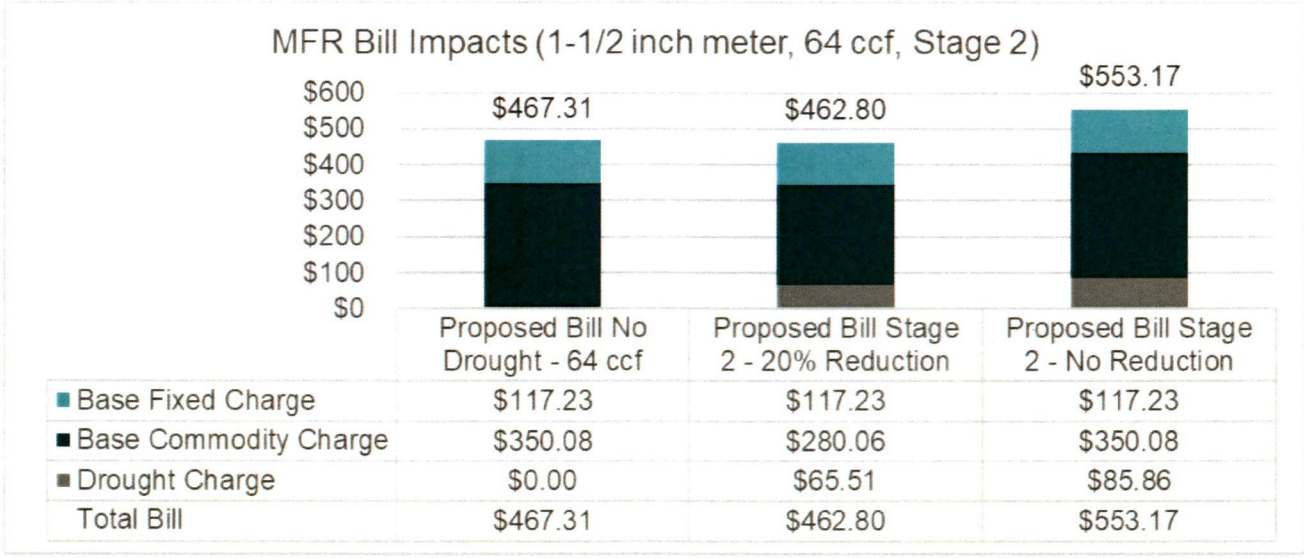
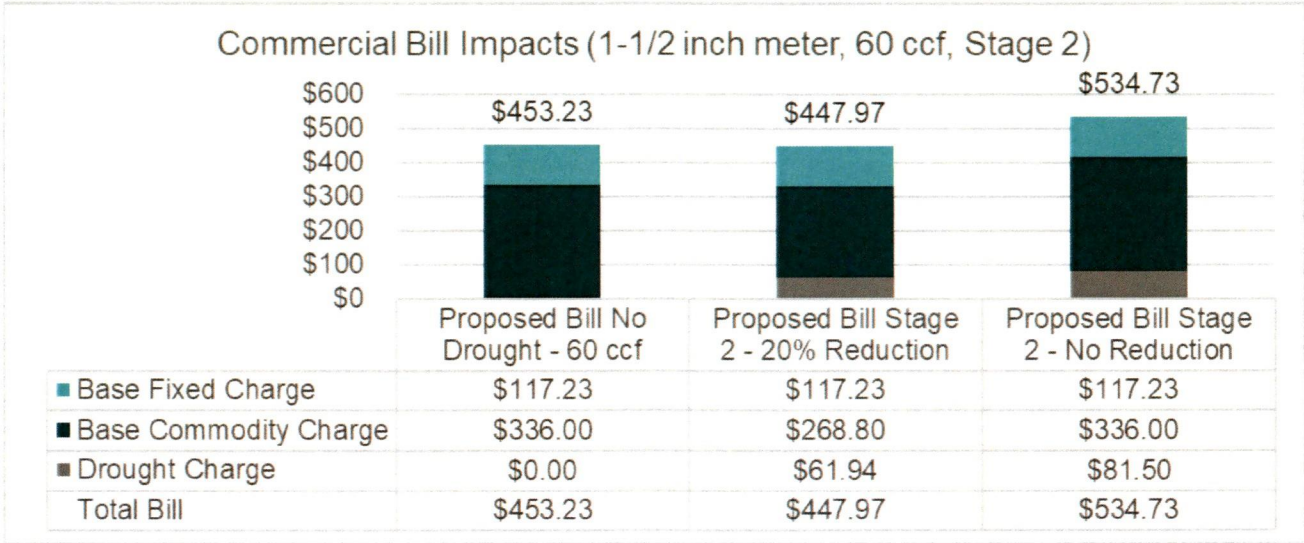


Figure 1-7: Multi-Family Residential Bill Impacts



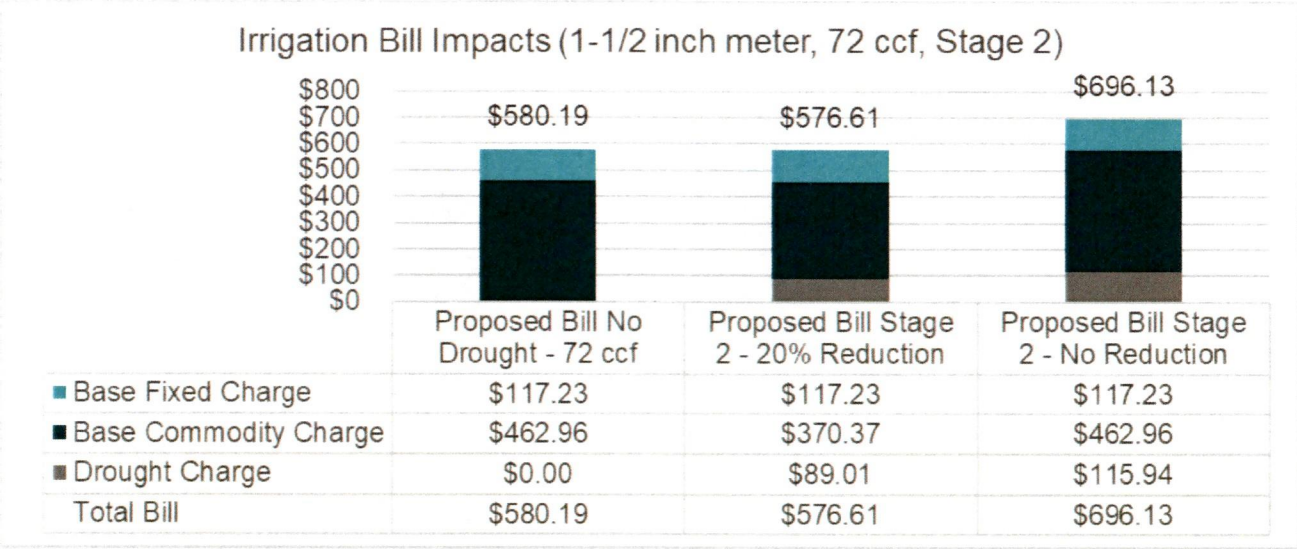
	Proposed Bill No Drought - 64 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$350.08	$280.06	$350.08
Drought Charge	$0.00	$65.51	$85.86
Total Bill	$467.31	$462.80	$553.17

Figure 1-8: Commercial Bill Impacts



	Proposed Bill No Drought - 60 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$336.00	$268.80	$336.00
Drought Charge	$0.00	$61.94	$81.50
Total Bill	$453.23	$447.97	$534.73

Figure 1-9: Irrigation Bill Impacts



	Proposed Bill No Drought - 72 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$462.96	$370.37	$462.96
Drought Charge	$0.00	$89.01	$115.94
Total Bill	$580.19	$576.61	$696.13

2. Financial Plan

This section of the Report describes the proposed financial plan for the water and recycled water enterprise funds. To develop the financial plan, Raftelis projected annual revenues and expenses, modeled reserve balances, projected capital expenditures, and calculated debt service coverage to estimate the amount of additional rate revenue needed each year. Numbers shown in the tables of this section are rounded. Therefore, hand calculations based on the displayed numbers, such as summing or multiplying, may not equal the exact results shown.

2.1. Inflationary Assumptions

Inflationary factors are used to escalate the revenue and cost categories across the planning period, which for this Study is from FY 2024 to FY 2026. The City's most recent adopted revenue and expense budgets are for FY 2024. Raftelis worked with City staff to escalate individual budget line items according to the appropriate escalation factor. The escalation factors used to project revenues are shown in **Table 2-1** and expenses for the Study period are shown in **Table 2-2**. These factors are based on industry indices, such as general inflation based on the CIP, and input from City staff.

Table 2-1: Revenue Inflation Factors

Line	A Revenue Escalation Factors	B FY 2024	C FY 2025	D FY 2026
1	Miscellaneous Revenues	0.0%	0.0%	0.0%
2	Meter Sales	1.7%	1.7%	1.7%
3	Reimbursements	0.0%	0.0%	0.0%
4	Reserve Interest Rate	1.0%	1.0%	1.0%

Table 2-2: Expense Inflation Factors

Line	A Expense Escalation Factors	B FY 2024	C FY 2025	D FY 2026
1	General	5.0%	5.0%	5.0%
2	Salaries	3.0%	3.0%	3.0%
3	Health Benefits	7.8%	10.0%	6.0%
4	Other Benefits	3.0%	3.0%	3.0%
5	Water	6.0%	6.0%	6.0%
6	Utilities	5.0%	5.0%	4.0%
7	Capital	12.5%	12.5%	10.0%

2.2. Current Water Rates

The City's current water rates were implemented February 1, 2023 and include a bi-monthly service charge based on meter size, a tiered usage rate charged for every ccf of water used, and a surcharge for recycled water charged for every ccf of water used. The recycled water surcharge is charged to SFR customers using Tier 2 or higher water usage and all other customers with their water usage. The City also has a water rate discount program for senior citizen and low income customers. Those who qualify and use at or below 30 ccf of water every bi-monthly billing period are discounted 30% for low income customers and 20% for senior customers. The discount program applies to the City's water fixed and variable charges and Zone 7 charges.

Table 2-3 shows the current bi-monthly service charges by meter size. **Table 2-4** shows the current tiered usage rate by customer class and by bi-monthly tiers.

Table 2-3: Current Bi-Monthly Service Charge

Line	A Bi-Monthly Meter Service Charge	B Current FY 2023
1	5/8 inch	$19.93
2	3/4 inch	$29.89
3	1 inch	$49.84
4	1-1/2 inch	$99.67
5	2 inch	$159.48
6	3 inch	$348.90
7	4 inch	$996.83
8	6 inch	$1,993.67
9	8 inch	$3,488.91
10	10 inch	$5,482.57

Table 2-4: Current Consumption Charges

Line	A Consumption Charge	B Current FY 2023
1	Single Family Residential	
2	Tier 1 - 20 ccf	$3.93
3	Tier 2 - 40 ccf	$4.42
4	Tier 3 - 60 ccf	$4.68
5	Tier 4 - 60+ ccf	$5.53
6	Multi-Family Residential	$4.44
7	Commercial	$4.44
8	Industrial	$4.44
9	Irrigation	$4.60
10	Recycled Water Irrigation	$4.05

2.3. Customer Accounts and Usage

City Staff provided detailed customer billing data for FY 2022, which included information such as customer class, billed consumption in ccf, and meter size for each of the bi-monthly billing periods. Future usage and accounts were projected based off of FY 2022 data.

Table 2-5 shows the projected meter counts by customer class and meter size for the Study period. **Table 2-6** shows the projected water usage in ccf by customer class and tier for the Study period. We assume an annual increase in demand of 2.5% from FY 2025 through FY 2026 for all customer classes except recycled water irrigation, which is assumed to remain at constant demand for the study period. The assumed account growth is 1.0% annually across all customer classes.

Table 2-5: Projected Customer Accounts

Line	A Water Accounts	B Current	C FY 2024	D FY 2025	E FY 2026
1	5/8 inch	18,944	19,133	19,324	19,518
2	3/4 inch	2,484	2,508	2,533	2,559
3	1 inch	3,661	3,698	3,735	3,772
4	1-1/2 inch	756	763	771	779
5	2 inch	579	584	590	596
6	3 inch	100	101	102	103
7	4 inch	25	26	26	26
8	6 inch	10	10	10	10
9	8 inch	3	3	3	3
10	10 inch	0	0	0	0
11	**Total - Accounts**	**26,561**	**26,827**	**27,095**	**27,366**

Table 2-6: Projected Water Usage

Line	A Water Usage	B Current	C FY 2024	D FY 2025	E FY 2026
1	Single Family Residential				
2	Tier 1	1,835,089	1,529,088	1,582,988	1,638,789
3	Tier 2	653,553	544,573	563,769	583,642
4	Tier 3	267,866	223,199	231,067	239,212
5	Tier 4	428,356	356,928	369,510	382,535
6	Total - Single Family Residential	**3,184,864**	**2,653,788**	**2,747,334**	**2,844,177**
7					
8	Multi-Family Residential	595,978	496,599	514,104	532,226
9	Low Income Single Family Residential	22,631	18,858	19,522	20,210
10	Low Income Multi-Family Residential	2,216	1,847	1,912	1,979
11	Senior Citizen Single Family Residential	408,407	340,305	352,301	364,719
12	Senior Citizen Multi-Family Residential	35,450	29,538	30,580	31,658
13	Commercial	548,442	456,989	473,098	489,775
14	Industrial	20,265	16,886	17,481	18,097
15	Irrigation	1,220,706	1,017,153	1,053,008	1,090,127
16	Recycled Water Irrigation	663,591	670,227	676,930	683,699
17					
18	**Total - Water Usage**	**6,702,550**	**5,702,189**	**5,886,268**	**6,076,667**

2.4. Projected Revenues at Current Rates

Rate revenues for FY 2023 through FY 2026 were calculated based on the City's current water rates. The projected annual rate revenues from the bi-monthly service charges are shown in **Table 2-7** and **Table 2-8** shows the projected revenue collected from current consumption charges by customer class. **Table 2-9** shows the projected revenue reductions for low income and senior customers. **Table 2-10** shows the total projected revenues including the service charges, consumption charges, and discount reductions. **Table 2-11** shows the revenue from the resale of recycled water and the recycled water surcharge.

Table 2-7: Calculated Bi-Monthly Service Charge Revenue

Line	A Calculated Revenues	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Bi-Monthly Water Service Charge**				
2	Single Family Residential	$3,116,033	$3,147,193	$3,178,665	$3,210,452
3	Multi-Family Residential	$409,700	$413,797	$417,935	$422,114
4	Low Income Single Family Residential	$31,560	$31,876	$32,194	$32,516
5	Low Income Multi-Family Residential	$1,338	$1,351	$1,365	$1,379
6	Senior Citizen Single Family Residential	$449,690	$454,187	$458,729	$463,316
7	Senior Citizen Multi-Family Residential	$26,397	$26,661	$26,928	$27,197
8	Commercial	$660,834	$667,442	$674,116	$680,858
9	Industrial	$5,535	$5,591	$5,647	$5,703
10	Irrigation	$506,643	$511,709	$516,826	$521,994
11	Recycled Water Irrigation	$149,624	$151,121	$152,632	$154,158
12	**Total - Bi-Monthly Water Service Charge**	**$5,357,353**	**$5,410,927**	**$5,465,036**	**$5,519,687**

Table 2-8: Calculated Water Consumption Revenue

Line	A Calculated Revenues	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Pleasanton Consumption Charge**				
2	Single Family Residential	$12,993,539	$11,322,240	$11,721,349	$12,134,526
3	Multi-Family Residential	$2,475,296	$2,155,239	$2,231,211	$2,309,862
4	Low Income Single Family Residential	$84,717	$74,110	$76,722	$79,427
5	Low Income Multi-Family Residential	$9,204	$8,014	$8,296	$8,589
6	Senior Citizen Single Family Residential	$1,528,803	$1,337,399	$1,384,542	$1,433,347
7	Senior Citizen Multi-Family Residential	$147,234	$128,196	$132,715	$137,394
8	Commercial/Industrial	$2,277,861	$1,983,332	$2,053,245	$2,125,622
9	Industrial	$84,166	$73,283	$75,867	$78,541
10	Irrigation	$5,265,312	$4,577,190	$4,738,536	$4,905,570
11	Recycled Water Irrigation	$2,575,288	$2,714,421	$2,741,565	$2,768,981
12	**Total - Pleasanton Consumption Charge**	**$27,441,420**	**$24,373,425**	**$25,164,049**	**$25,981,858**

Table 2-9: Calculated Discount Program Revenue Reductions

Line	A Calculated Revenues	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Revenue Reductions**				
2	Low Income Single Family Residential	($34,883)	($31,796)	($32,675)	($33,583)
3	Low Income Multi-Family Residential	($3,163)	($2,810)	($2,898)	($2,990)
4	Senior Citizen Single Family Residential	($395,699)	($358,317)	($368,654)	($379,333)
5	Senior Citizen Multi-Family Residential	($34,726)	($30,971)	($31,929)	($32,918)
6	**Total - Revenue Reductions**	**($468,470)**	**($423,894)**	**($436,156)**	**($448,824)**

Table 2-10: Calculated Water Revenues

Line	A Calculated Revenues	B Current	C FY 2024	D FY 2025	E FY 2026
1	Bi-Monthly Water Service Charge	$5,357,353	$5,410,927	$5,465,036	$5,519,687
2	Pleasanton Consumption Charge	$27,441,420	$24,373,425	$25,164,049	$25,981,858
3	Revenue Reductions	($468,470)	($423,894)	($436,156)	($448,824)
4	**Water Revenues**	**$29,605,391**	**$26,494,917**	**$27,298,732**	**$28,129,581**

Table 2-11: Calculated Recycled Water Revenues

Line	A Recycled Water Revenues	B Current	C FY 2024	D FY 2025	E FY 2026
1	Resale Of Recycled Water	$2,724,912	$2,865,542	$2,894,197	$2,923,139
2	Recycled Water Surcharge	$373,517	$311,233	$322,204	$333,561
3	**Total - Recycled Water Revenues**	**$3,098,429**	**$3,176,774**	**$3,216,401**	**$3,256,700**

2.5. Projected Revenues

Table 2-12 shows the utility's projected revenues for both water and recycled water for the Study period. City staff provided budgeted revenues for FY 2023 and FY 2024 (Column B and C). Water and recycled water rate revenues (Lines 2 and 8) are equal to the calculated rate revenues at current rates for FY 2023 and beyond.

Miscellaneous, non-rate revenues are considered other revenue (Lines 3 and 9) and are inflated using the corresponding revenue escalation factor (**Table 2-1**). Interest income (Lines 4 and 10) is calculated based on the reserve interest rate (**Table 2-1**, Line 4) and projected fund balances.

Table 2-12: Projected Revenue Summary

Line	A Revenue Summary	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Water**				
2	Rate Revenues	$26,000,000	$26,918,811	$27,734,889	$28,578,405
3	Other Revenues	$2,383,041	$2,720,041	$1,021,041	$1,047,000
4	Interest Income	$275,000	$275,000	$84,406	$85,804
5	**Total - Water**	**$28,658,041**	**$29,913,852**	**$28,840,336**	**$29,711,209**
6					
7	**Recycled Water**				
8	Rate Revenues	$3,100,000	$3,255,500	$3,216,401	$3,256,700
9	Other Revenues	$930,330	$969,462	$987,962	$1,036,462
10	Interest Income	$0	$0	($3,225)	$20,085
11	**Total - Recycled Water**	**$4,030,330**	**$4,224,962**	**$4,201,137**	**$4,313,248**

2.6. Estimated Purchased Water Costs

The City purchases most of its water supply from the Zone 7 Water Agency. The water utility's annual purchased water cost includes an annual fixed charge and a variable rate per ccf of water. Zone 7 rates are set based on the calendar year, so fixed and variable rates for the FY are an average between the calendar year rates for July-December and January-June of the following year.

Table 2-13 shows the purchased water cost calculations for the Study period. The City estimates 10% water loss for the system (Line 1). Water demand (Line 19) is equal to the total water demand for all customers. The amount of water produced (Line 20) is based on water demand accounting for water loss.

City staff provided current Zone 7 fixed and variable water costs for FY 2019 through FY 2023. These rates are inflated for future years using the water escalation factor (**Table 2-2**, Line 5). Zone 7 water costs (Line 30) are calculated by multiplying the water produced (Line 20) by the variable water cost (Line 12) plus the annual fixed charge for each year (Line 7).

Table 2-13: Calculated Zone 7 Water Supply Cost

Line	A Water Supply Cost	B Current	C FY 2024	D FY 2025	E FY 2026
1	Water Loss	10%	10%	10%	10%
2					
3	**Zone 7 Water Agency Rates**				
4	Fixed Charge ($/year)				
5	First Half	$7,785,058	$9,107,878	$9,654,351	$10,233,612
6	Second Half	$9,107,878	$9,654,351	$10,233,612	$10,847,628
7	Average	**$8,446,468**	**$9,381,114**	**$9,943,981**	**$10,540,620**
8					
9	**Variable Charge ($/ccf)**				
10	First Half	$2.06	$2.27	$2.34	$2.44
11	Second Half	$2.27	$2.34	$2.44	$2.47
12	Average	$2.17	$2.31	$2.39	$2.46
13					
14	**Water Available (AF)**				
15	City Wells	3,500	0	0	1,750
16	Zone 7 Water Agency	0	0	0	0
17	**Total - Water Available (AF)**	**3,500**	**0**	**0**	**1,750**
18					
19	Water Demanded (AF)	13,864	11,552	11,959	12,381
20	Water Produced (AF)	15,404	12,835	13,288	13,756
21					
22	**Water Production (AF)**				
23	City Wells	3,500	0	0	1,750
24	Zone 7 Water Agency	11,904	12,835	13,288	12,006
25	**Total - Water Production (AF)**	**15,404**	**12,835**	**13,288**	**13,756**
26					
27	**Water Supply Costs**				
28	Zone 7 Fixed Charges	$8,446,468	$9,381,114	$9,943,981	$10,540,620
29	Zone 7 Variable Charges	$11,226,290	$12,887,414	$13,833,688	$12,839,371
30	**Total - Water Supply Costs**	**$19,672,758**	**$22,268,528**	**$23,777,669**	**$23,379,991**

The City purchases its recycled water from the Livermore Water Reclamation Plant (Livermore) and the DSRSD-EBMUD Recycled Water Authority (DERWA). The water utility is charged a variable rate per ccf of recycled water purchased from both agencies. **Table 2-14** shows the reclaimed water cost. Recycled water demand is equal to the total recycled water irrigation demand (**Table 2-6**). Recycled water produced is based on recycled water demand accounting for water loss (**Table 2-13**, Line 1). The proportion of demand is based on the proportion of recycled water purchased from each source. The production from each agency is calculated by multiplying the total recycled water production with the percentage proportion of demand for each agency.

City staff provided Livermore and DERWA variable costs for FY 2023. These rates are inflated for future years using the water escalation factor (**Table 2-2**, Line 5). Recycled water costs are calculated by multiplying the recycled water produced from each source (Lines 13 and 14) by the variable recycled water cost for each agency.

Table 2-14: Calculated Recycled Water Cost

Line	A Recycled Water Cost	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Variable Charges ($/ccf)**				
2	Livermore	$4.61	$4.89	$5.18	$5.49
3	DERWA	$1.51	$1.60	$1.70	$1.80
4					
5	**Proportion of Demand**				
6	Livermore	10%	10%	10%	10%
7	DERWA	90%	90%	90%	90%
8					
9	Recycled Water Demand (ccf)	663,591	670,227	676,930	683,699
10	Recycled Water Produced (ccf)	737,324	744,697	752,144	759,666
11					
12	**Recycled Water Production (ccf)**				
13	Livermore	73,732	74,470	75,214	75,967
14	DERWA	663,591	670,227	676,930	683,699
15	**Total - Recycled Water Production (ccf)**	**737,324**	**744,697**	**752,144**	**759,666**
16					
17	**Recycled Water Supply Cost**				
18	Livermore	$339,906	$363,904	$389,595	$417,101
19	DERWA	$1,002,023	$1,072,766	$1,148,503	$1,229,588
20	**Total - Recycled Water Supply Cost**	**$1,341,929**	**$1,436,670**	**$1,538,099**	**$1,646,688**

2.7. Projected O&M Expenses

Table 2-15 summarizes the projected O&M expenses for the Study period. City staff provided the adopted budget for FY 2024, which was inflated for future years using the expense escalation factors (**Table 2-2**). Water purchase costs (Line 4 and 11) are equal to the calculated costs (**Table 2-13** and **Table 2-14**) from FY 2025 and beyond.

Table 2-15: Projected O&M Expenses

Line	A O&M Expenses	B Current	C FY 2024	D FY 2025	E FY 2026
1	**Water**				
2	Labor	$5,171,351	$6,068,377	$6,321,562	$6,555,501
3	Electricity	$1,075,000	$800,000	$848,400	$891,159
4	Purchased Water	$17,660,000	$22,110,000	$23,608,398	$23,213,551
5	Other Expenses	$3,739,313	$4,095,990	$4,314,900	$4,548,436
6	Attrition Savings	($103,427)	($121,368)	($126,431)	($131,110)
7	**Total - Water**	**$27,542,237**	**$32,952,999**	**$34,966,828**	**$35,077,537**
8					
9	**Recycled Water**				
10	Labor	$572,442	$616,410	$643,650	$668,318
11	Purchased Water	$1,115,000	$1,690,021	$1,809,337	$1,937,076
12	Other Expenses	$210,219	$157,975	$165,854	$174,038
13	Attrition Savings	($11,449)	($12,328)	($12,873)	($13,366)
14	**Total - Recycled Water**	**$1,886,212**	**$2,452,078**	**$2,605,968**	**$2,766,066**
15					
16	**Total - O&M Expenses**	**$29,428,449**	**$35,405,077**	**$37,572,796**	**$37,843,602**

2.8. Existing Debt Service

Table 2-16 shows the City's existing debt service. Water does not currently have any existing lines of debt. Recycled water has two lines of debt, one of which will end after FY 2025. The City plans to take out a $6M loan in FY 2024. The debt scenario used in this Study includes a 5% interest rate and a 5-year repayment period. Annual debt service payments of approximately $1.4M annually will begin in FY 2024. The City does not expect to issue any additional debt to fund capital projects for this Study period.

Table 2-16: Existing Debt Service Summary

Line	A Existing Debt Service	B FY 2024	C FY 2025	D FY 2026
1	**Water**			
2	N/A	$0	$0	$0
3	**Total - Water**	**$0**	**$0**	**$0**
4				
5	**Recycled Water**			
6	Recycled Water State Loan	$434,895	$434,895	$434,895
7	Recycled Water Bank Note	$980,640	$980,640	$0
8	**Total - Recycled Water**	**$1,415,535**	**$1,415,535**	**$434,895**
9				
10	**Total - Existing Debt Service**	**$1,415,535**	**$1,415,535**	**$434,895**

2.9. Capital Project Funding

Table 2-17 details the City's capital improvement plan for water and recycled water. City staff provided five-year CIP based on current year dollars. From FY 2023 onward, CIP costs are inflated using the expense escalation

factor for capital (**Table 2-2**, Line 7). The City expects to fully fund its water and recycled water capital program using cash from rate revenues and reserves.

Table 2-17: Projected CIP

Line	A Capital Improvement Plan	B FY 2024	C FY 2025	D FY 2026
1	**Water Replacement**			
2	Emergency Power Improvements	$0	$0	$0
3	Water Capacity Evaluation	$50,000	$56,250	$61,875
4	Water System Management Plan	$0	$0	$0
5	Annual Water Distribution System Improvements	$1,000,000	$1,125,000	$1,237,500
6	SCADA and Controls Master Plan	$0	$0	$0
7	Santa Rita & Hopyard Piping Impv	$0	$0	$0
8	Foothill and Sycamore RCS	$0	$0	$0
9	West Las Positas Boulevard Reconstruction	$205,000	$0	$0
10	Infrastructure Improvements	$2,000,000	$2,250,000	$4,950,000
11	Water Supply Alternatives Design Phase	$2,000,000	$2,250,000	$2,475,000
12	**Total - Water Replacement**	**$5,255,000**	**$5,681,250**	**$8,724,375**
13				
14	**Water R&R**			
15	Machinery And Equipment	$0	$0	$0
16	Buildings & Structures	$0	$0	$0
17	CIP Projection	$700,000	$787,500	$866,250
18	**Total - Water R&R**	**$700,000**	**$787,500**	**$866,250**
19				
20	**Recycled Water**			
21	Annual Recycled Water System Repairs and Improvements	$50,000	$56,250	$61,875
22	Recycled Water System Management Plan	$0	$0	$0
23	Regional Fill Station	$0	$0	$0
24	**Total - Recycled Water**	**$50,000**	**$56,250**	**$61,875**
25				
26	**Total - Capital Projects**	**$6,005,000**	**$6,525,000**	**$9,652,500**

2.10. Status Quo Financial Plan

Table 2-18 shows the projected financial plan based on revenues at existing rates with no adjustments, or the "status quo" scenario. Revenues (Line 10) are derived from **Table 2-12**. Note that the revenues from interest income in the status quo scenario is lower due to a decrease in fund balances. O&M expenses (Line 18) are derived from **Table 2-15**. Existing and proposed debt service (Lines 21 and 22) and cash funded CIP (Lines 23 and 24) are derived from **Table 2-16** and **Table 2-17**, respectively.

Net revenue is equal to total revenues (Line 10) less O&M expenses (Line 18). Net cash flow (Line 27) is equal to net revenue less debt service and cash funded CIP (Line 25). Debt coverage (Line 31) is calculated by dividing net revenue by debt service. The water utility will default on debt coverage starting in FY 2024. City staff provided projected beginning fund balances for FY 2024 (Column B, Lines 35 and 40). Ending balances (Lines 36, 41, and 46) are calculated by adding beginning balances to net cash flow. The reserve targets of 35% of annual water and recycled water O&M expenses are derived from the City's existing reserve policies. Under the status quo scenario, the water utility as a whole will not meet reserve targets in any year of the Study period.

Table 2-18: Status Quo Financial Plan

Line	A Financial Plan	B FY 2024	C FY 2025	D FY 2026
1	**Revenues**			
2	Rate Revenues			
3	Water	$26,918,811	$27,734,889	$28,578,405
4	Recycled Water	$3,255,500	$3,216,401	$3,256,700
5	Revenue Adjustments	$0	$0	$0
6	Other Revenues - Water	$2,720,041	$1,021,041	$1,047,000
7	Other Revenues - Recycled Water	$969,462	$987,962	$1,036,462
8	Interest Income - Water	$275,000	$0	$0
9	Interest Income - Recycled Water	$0	$0	$0
10	**Total - Revenues**	**$34,138,814**	**$32,960,292**	**$33,918,568**
11				
12	**O&M Expenses**			
13	Purchased Water Fixed - Water	$9,314,331	$9,873,191	$10,465,582
14	Purchased Water Variable - Water	$12,795,669	$13,735,207	$12,747,969
15	Purchased Water - Recycled Water	$1,690,021	$1,809,337	$1,937,076
16	O&M Expenses - Water	$10,842,999	$11,358,431	$11,863,986
17	O&M Expenses - Recycled Water	$762,057	$796,631	$828,990
18	**Total - O&M Expenses**	**$35,405,077**	**$37,572,796**	**$37,843,602**
19				
20	**Debt and Capital**			
21	Debt Service - Water	$1,385,849	$1,385,849	$1,385,849
22	Debt Service - Recycled Water	$1,415,535	$1,415,535	$434,895
23	Rate Funded CIP - Water	$3,955,000	$4,468,750	$7,590,625
24	Rate Funded CIP - Recycled Water	$50,000	$56,250	$61,875
25	**Total - Debt and Capital**	**$6,806,384**	**$7,326,384**	**$9,473,244**
26				
27	**Net Cash Flow**	**($8,072,648)**	**($11,938,888)**	**($13,398,278)**
28	Net Revenue	($1,266,264)	($4,612,504)	($3,925,035)
29				
30	**Debt Coverage**			
31	Calculated	(0.89)	(3.26)	(9.03)
32	Required	1.25	1.25	1.25
33				
34	**Water Operating and Capital**			
35	Beginning Balance	$9,852,554	$5,472,557	($8,592,940)
36	Ending Balance	$5,472,557	($8,592,940)	($25,021,546)
37	Reserve Target	$11,533,550	$12,238,390	$12,277,138
38				
39	**Recycled Water Operating**			
40	Beginning Balance	($1,873,039)	($1,565,690)	($1,439,080)
41	Ending Balance	($1,565,690)	($1,439,080)	($408,753)
42	Reserve Target	$918,997	$962,858	$1,007,642
43				
44	**Combined Financial Plan**			
45	Beginning Balances	$7,979,515	$3,906,867	($10,032,020)
46	Ending Balances	$3,906,867	($10,032,020)	($25,430,299)
47	Reserve Target	$12,452,547	$13,201,248	$13,284,780

Figure 2-1 and **Figure 2-2** show the projected status quo financial plans for water and recycled water in graphical format, respectively. The bars represent the water utility's cash needs: O&M expenses (light gray), debt service (dark gray), rate funded capital (yellow), reserve funding (green), and purchased water (blue). The solid line represents the current revenues, which is below the stacked bars for each for water, signifying that the City's current water revenues are not sufficient to fund its costs.

Figure 2-1: Status Quo Financial Plan – Water

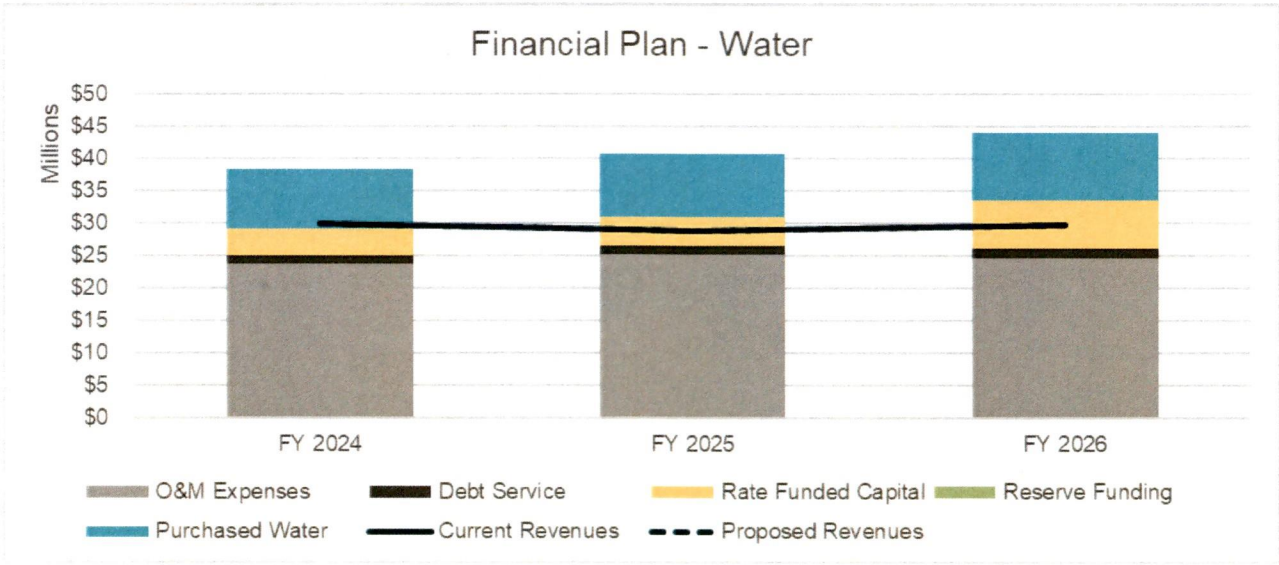


Figure 2-2: Status Quo Financial Plan – Recycled Water

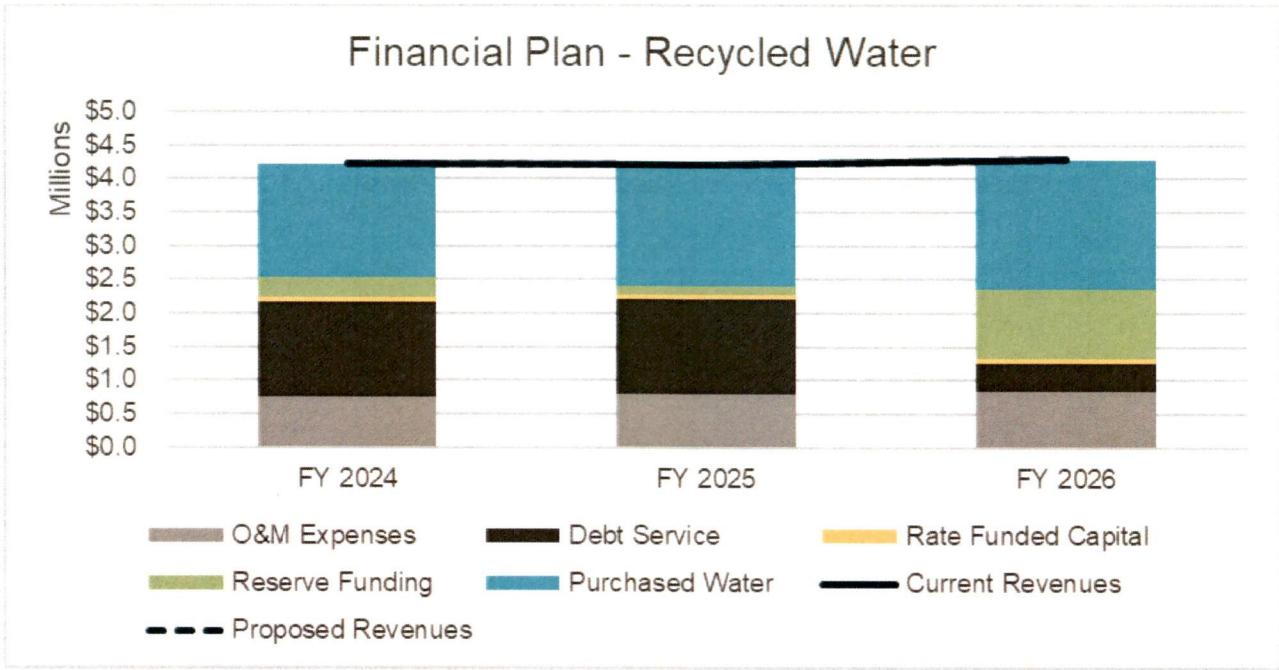


Figure 2-3 shows the projected debt service coverage under the status quo scenario for the Study period. The gray line represents the target debt service coverage of 1.25 and the dark blue line represents the calculated debt service coverage. The water utility will default on debt service coverage beginning in FY 2024 and each year thereafter.

Figure 2-3: Status Quo Debt Service Coverage

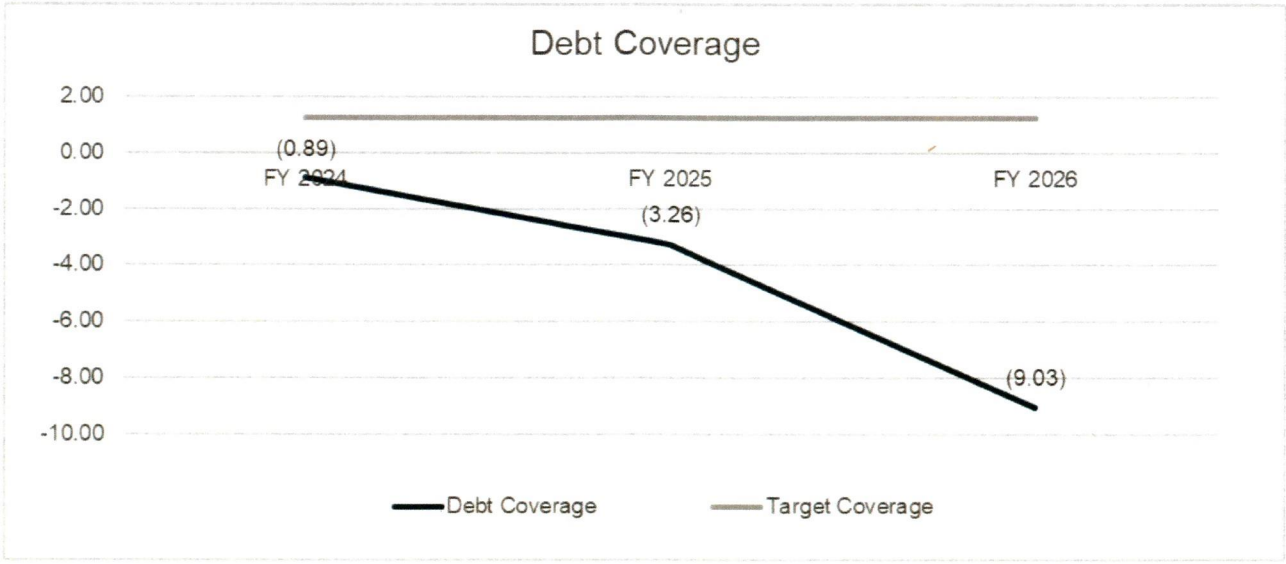
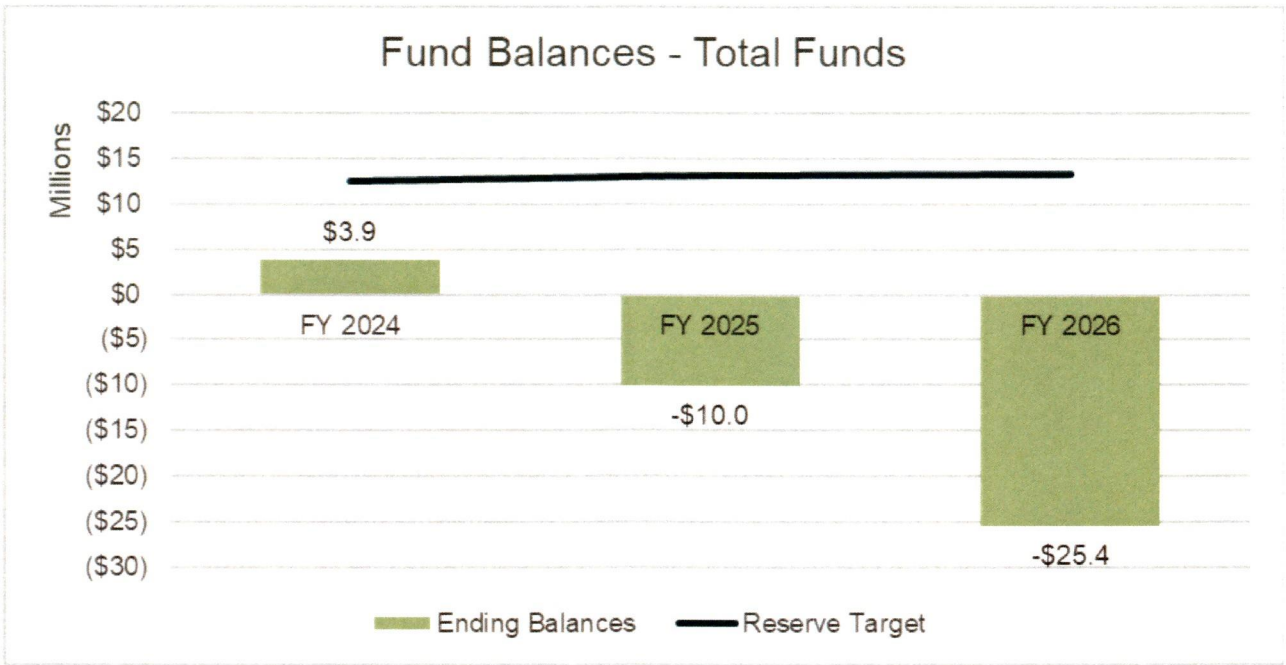


Figure 2-4 shows the projected combined fund balances under the status quo scenario for the Study period. The green bars represent the ending balances and the solid line represents the reserve target amounts. The water fund will be under target in every year of the rate Study and fall below zero in FY 2025 and beyond.

Figure 2-4: Status Quo Scenario Fund Balances



2.11. Proposed Financial Plan

Table 2-19 shows the proposed revenue adjustments that allow the City to maintain financial sufficiency, fund operating and capital expenses, and build up cash reserves to achieve target fund balances by the end of the Study period. The proposed revenue adjustments represent the increase to total rate revenues required to recover the

water utility's costs and not the expected impact to each customer class. Revenue adjustments in subsequent years are applied across all charges, classes, and tiers proportional to the base year rates developed for FY 2024. The revenue adjustments are effective on January 1 of every year.

Table 2-19: Proposed Revenue Adjustments

Revenue Adjustments (All Revenues)	FY 2024	FY 2025	FY 2026
Effective Month	January	January	January
Percent Adjustment	30%	20%	12%

Table 2-20 shows the projected financial plan with the proposed revenue adjustments in **Table 2-19** applied to the water rate revenues. Revenues from interest income (Lines 8 and 9) are greater than those shown in the status quo scenario (**Table 2-18**, Lines 8 and 9) due to additional cash from the proposed adjustments. O&M expenses (Line 18), debt service (Lines 21 and 22), and cash funded CIP (Lines 23 and 24) are the same as the status quo scenario. Net cash flow (Line 27) is positive in FY 2025 and beyond which means that the city will be funding its reserves in those years. Net cash flow is negative in FY 2024, which means that the City will be drawing down its water fund to pay for capital costs. The combined ending balance (Line 46) will not meet the reserve target (Line 47) in FY 2024 and FY 2025. The City recovers its reserves and meets the reserve target by FY 2026. Calculated debt service coverage (Line 31) exceeds target debt service coverage (Line 32) in all years through FY 2026.

Table 2-20: Proposed Financial Plan

Line	A Financial Plan	B FY 2024	C FY 2025	D FY 2026
1	**Revenues**			
2	Rate Revenues			
3	Water	$26,918,811	$27,734,889	$28,578,405
4	Recycled Water	$3,255,500	$3,216,401	$3,256,700
5	Revenue Adjustments	$4,526,147	$13,309,054	$20,807,425
6	Other Revenues - Water	$2,720,041	$1,021,041	$1,047,000
7	Other Revenues - Recycled Water	$969,462	$987,962	$1,036,462
8	Interest Income - Water	$275,000	$84,406	$85,804
9	Interest Income - Recycled Water	$0	$0	$20,118
10	**Total - Revenues**	**$38,664,960**	**$46,353,753**	**$54,831,914**
11				
12	**O&M Expenses**			
13	Purchased Water Fixed - Water	$9,314,331	$9,873,191	$10,465,582
14	Purchased Water Variable - Water	$12,795,669	$13,735,207	$12,747,969
15	Purchased Water - Recycled Water	$1,690,021	$1,809,337	$1,937,076
16	O&M Expenses - Water	$10,842,999	$11,358,431	$11,863,986
17	O&M Expenses - Recycled Water	$762,057	$796,631	$828,990
18	**Total - O&M Expenses**	**$35,405,077**	**$37,572,796**	**$37,843,602**
19				
20	**Debt and Capital**			
21	Debt Service - Water	$1,385,849	$1,385,849	$1,385,849
22	Debt Service - Recycled Water	$1,415,535	$1,415,535	$434,895
23	Rate Funded CIP - Water	$3,955,000	$4,468,750	$7,590,625
24	Rate Funded CIP - Recycled Water	$50,000	$56,250	$61,875
25	**Total - Debt and Capital**	**$6,806,384**	**$7,326,384**	**$9,473,244**
26				
27	**Net Cash Flow**	**($3,546,501)**	**$1,454,573**	**$7,515,068**
28	Net Revenue	$3,259,883	$8,780,957	$16,988,312
29				
30	**Debt Coverage**			
31	Calculated	2.30	6.20	39.06
32	Required	1.25	1.25	1.25
33				
34	**Water Operating and Capital**			
35	Beginning Balance	$9,852,554	$9,510,379	$7,455,290
36	Ending Balance	$9,510,379	$7,455,290	$9,791,334
37	Reserve Target	$11,533,550	$12,238,390	$12,277,138
38				
39	**Recycled Water Operating**			
40	Beginning Balance	($1,873,039)	($1,077,365)	$432,297
41	Ending Balance	($1,077,365)	$432,297	$3,611,321
42	Reserve Target	$918,997	$962,858	$1,007,642
43				
44	**Combined Financial Plan**			
45	Beginning Balances	$7,979,515	$8,433,014	$7,887,587
46	Ending Balances	$8,433,014	$7,887,587	$13,402,655
47	Reserve Target	$12,452,547	$13,201,248	$13,284,780

Figure 2-5 and **Figure 2-6** show the projected financial plans with the proposed revenue adjustments for water and recycled water, respectively. The dotted line represents the proposed revenues with the adjustments applied.

Figure 2-5: Proposed Water Financial Plan

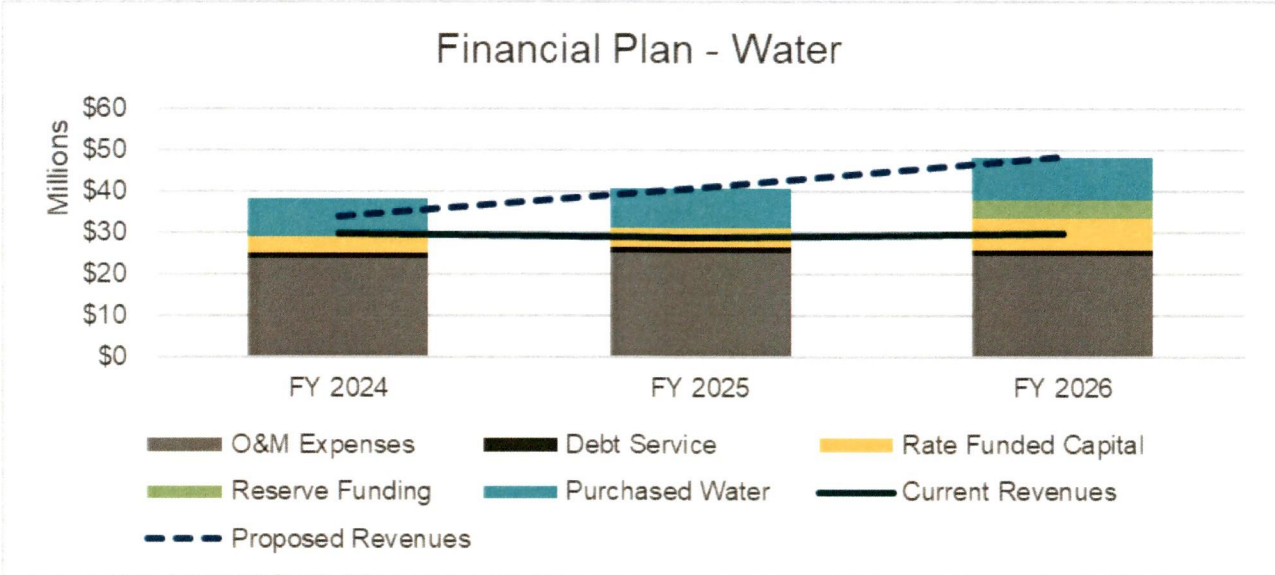


Figure 2-6: Proposed Recycled Water Financial Plan

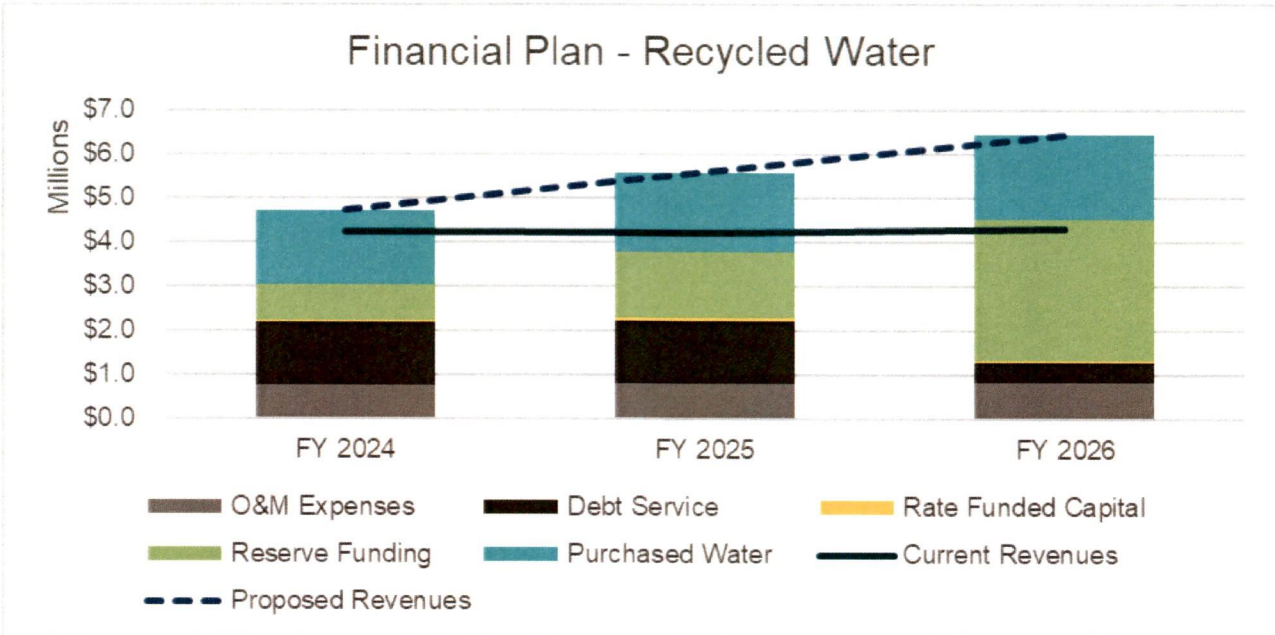


Figure 2-7 shows the projected debt service coverage for the water utility with the proposed adjustments in **Table 2-19** applied over the Study period. The water utility is expected to meet its debt service coverage target in each year through FY 2026.

Figure 2-7: Proposed Debt Service Coverage

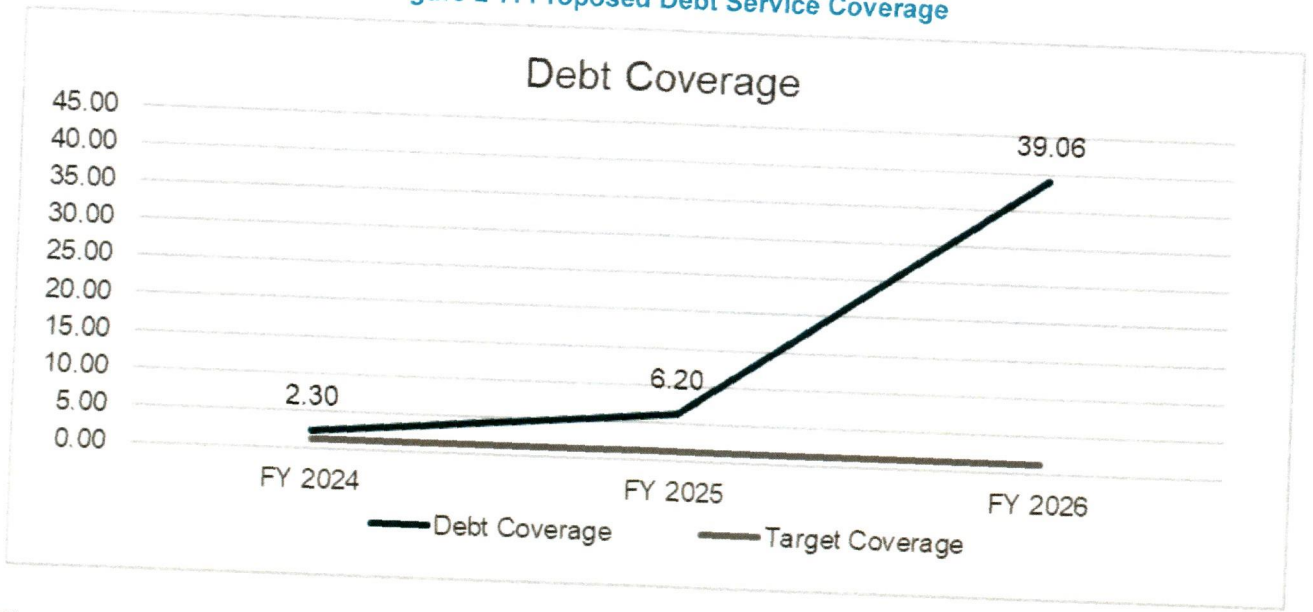
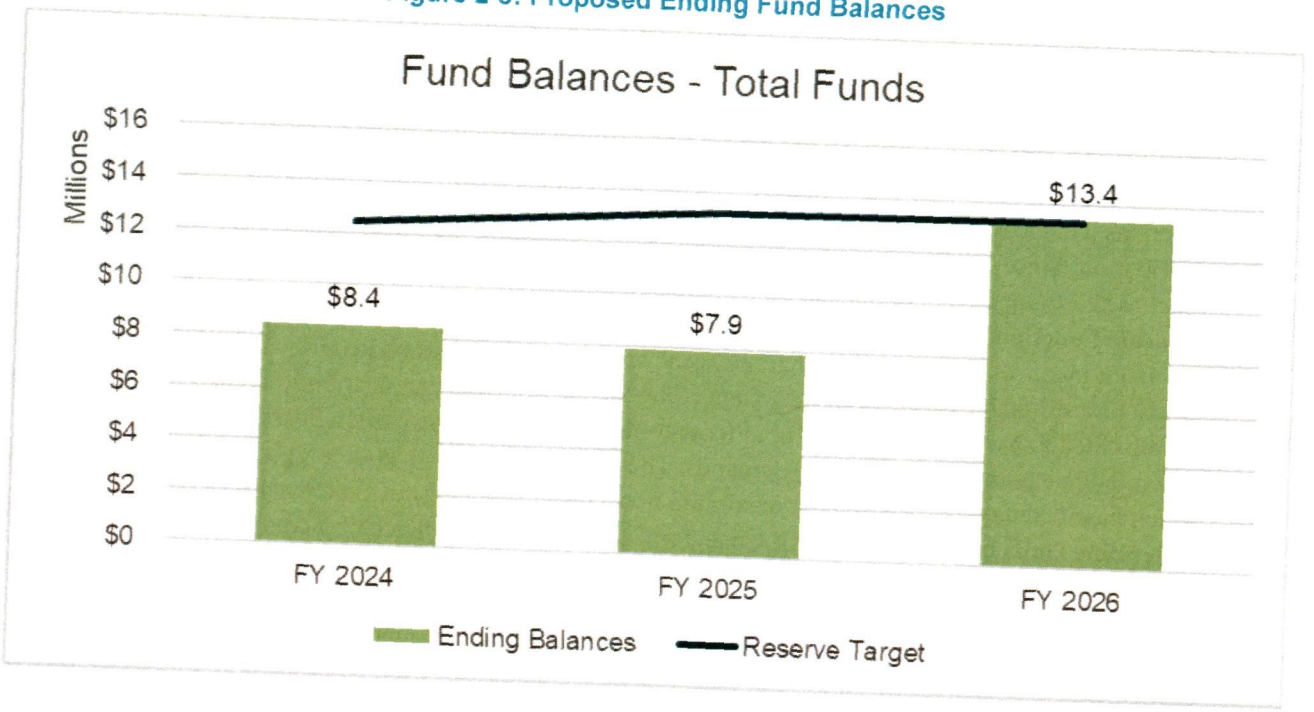


Figure 2-8 shows the projected combined fund balances with the proposed adjustments in **Table 2-19** applied over a 3-year period. The City's water fund expected to meet its reserve target by FY 2026.

Figure 2-8: Proposed Ending Fund Balances



3. Cost of Service Analysis

This section of the Report describes the COS analysis. The purpose of a COS is to proportionately allocate costs to the various customer classes and tiers based on their cost burden on the water system. Numbers shown in the tables of this section are rounded. Therefore, hand calculations based on the displayed numbers, such as summing or multiplying, may not equal the exact results shown.

3.1. Process and Approach

The COS analysis was developed using the principles established by the AWWA's M1 Manual, using the Base-Extra Capacity methodology, and are in line with industry standards and align with legal requirements for water rate-setting (namely, Proposition 218). The Base-Extra Capacity methodology allocates costs consistent with demand patterns of each customer class and for tiered rates, the demand patterns of each tier.

The purpose of a COS analysis is to align the annual cost of providing water service with the customer classes and tiers commensurate with their service requirements. A COS analysis involves the following steps:

1. **Determine Revenue Requirement:** The first step in the COS analysis is determining the adequate and appropriate level of funding for the water utility. This is referred to as determining the "revenue requirement" for the base year, which for this Study is FY 2024. This analysis considers the short-term and long-term service objectives of the water utility over a given planning horizon, including capital facilities, O&M, and financial reserve policies to determine the adequacy of a utility's existing rates to recover its costs.
2. **Categorize Costs into System Functions:** Utilizing an agency's approved budget, financial reports, operating data, engineering data, and CIP, a rate study generally categorizes (i.e., functionalizes) the operating and capital costs of the water system among major system functions. Examples of system functions include but are not limited to water supply, storage, treatment, pumping, and transmission and distribution. Since the City operates a water distribution system, most of the system costs other than water purchase costs are related to transmission and distribution.
3. **Allocate Functionalized Costs to the Appropriate System Cost Components:** Cost components represent the major pieces of a water system that the agency incurs specific costs related to, with one or more functions attributable to one or more system components. For example, distribution costs (system function) are allocated to base and maximum hour (cost components) since distribution lines are sized to accommodate maximum day (peak) demands. The City's water system cost components include recycled water, base delivery, maximum day, maximum hour, meter servicing, and customer service.
4. **Determine Units of Service and Unit Costs for Cost Components:** Each cost component is associated with a specific unit of service; costs within each component are divided by the total units of service to determine the unit cost. For example, customer service costs are associated with the total number of customer accounts. Dividing total annual costs by total customer accounts yields the unit cost of customer service.
5. **Distribute Cost Components to Customer Class:** The cost of the system, allocated by system component unit costs, are distributed to customer classes and tiers in proportion to their respective demands and burdens on the system using the units of service and unit costs for each component.

3.2. Revenue Requirement

Table 3-1 shows the water revenue requirement for the base year, FY 2024. The revenue requirements (Line 5) are comprised of the O&M expenses (Column D, Line 2), debt service (Column D, Line 3), and rate funded CIP (Column D, Line 4). The revenue offsets (Line 10) represent the miscellaneous, non-rate revenues (Lines 8 and 9) that are used to offset the revenue requirement. The adjustments for cash balance (Line 13) is equal to net cash flow for FY 2024 (**Table 2-20**, Column C, Line 27) and represents the amount that is drawn down from reserves to fund costs. The adjustment to annualize rate increase (Line 14) represents the difference in additional revenue that would have been collected had the rate adjustments been implemented at the start of the fiscal year. The total revenue requirement (Line 17) is equal to revenue requirements (Line 5) less revenue offsets (Line 10) and adjustments (Line 15). The revenue requirement is comprised of two components: operating costs (Column B) and capital costs (Column C). The operating and capital components will be allocated based on O&M expenses and long-term asset values.

Table 3-1: FY 2024 Water Revenue Requirement

Line	A Water Revenue Requirement - FY 2024	B Operating	C Capital	D Total
1	**Revenue Requirements**			
2	O&M Expenses (Less Zone 7 Costs)	$10,842,999		$10,842,999
3	Debt Service		$1,385,849	$1,385,849
4	Rate Funded Capital Projects		$3,955,000	$3,955,000
5	**Total - Revenue Requirements**	**$10,842,999**	**$5,340,849**	**$16,183,848**
6				
7	**Revenue Offsets**			
8	Other Revenues	($2,720,041)		($2,720,041)
9	Interest Income	($275,000)		($275,000)
10	**Total - Revenue Offsets**	**($2,995,041)**	**$0**	**($2,995,041)**
11				
12	**Adjustments**			
13	Adjustment for Cash Balance	($3,163,870)		($3,163,870)
14	Adjustment to Annualize Rate Increase	$4,037,822		$4,037,822
15	**Total - Adjustments**	**$873,952**	**$0**	**$873,952**
16				
17	**Revenue Required From Rates**	**$8,721,910**	**$5,340,849**	**$14,062,759**

Table 3-2 shows the recycled water revenue requirement for the base year, FY 2023. The revenue requirements (Line 5) are comprised of the O&M expenses (Column D, Line 2), debt service (Column D, Line 3), and rate funded CIP (Column D, Line 4). The revenue offsets (Line 10) represent the miscellaneous, non-rate revenues (Lines 8 and 9) that are used to offset the revenue requirement. The adjustments for cash balance (Line 13) is equal to net cash flow for FY 2023 (**Table 2-20**, Column C, Line 28) minus the proportionate share of adjustments for recycled water and represents the amount that is drawn down from reserves to fund costs. The adjustment to annualize rate increase (Line 14) represents the difference in additional revenue that would have been collected had the rate adjustments been implemented at the start of the fiscal year. The total revenue requirement (Line 17) is equal to revenue requirements (Line 5) less revenue offsets (Line 10) and adjustments (Line 15).

The revenue requirement is comprised of two components: operating costs (Column B) and capital costs (Column C). The operating and capital components will be allocated based on O&M expenses and long-term asset values, respectively.

Table 3-2: FY 2024 Recycled Water Revenue Requirement

Line	A RW Revenue Requirement - FY 2024	B Operating	C Capital	D Total
1	**Revenue Requirements**			
2	O&M Expenses	$2,452,078		$2,452,078
3	Debt Service		$1,415,535	$1,415,535
4	Rate Funded Capital Projects		$50,000	$50,000
5	**Total - Revenue Requirements**	**$2,452,078**	**$1,465,535**	**$3,917,613**
6				
7	**Revenue Offsets**			
8	Other Revenues	($969,462)		($969,462)
9	Interest Income	$0		$0
10	**Total - Revenue Offsets**	**($969,462)**	**$0**	**($969,462)**
11				
12	**Adjustments**			
13	Adjustment for Cash Balance	($382,631)		($382,631)
14	Adjustment to Annualize Rate Increase	$488,325		$488,325
15	**Total - Adjustments**	**$105,694**	**$0**	**$105,694**
16				
17	**Revenue Required From Rates**	**$1,588,310**	**$1,465,535**	**$3,053,845**

Table 3-3 shows the revenue requirement for Zone 7 fixed and variable charges. Since these costs are recovered through a separate passthrough rate, their revenue requirement is excluded from the other water and recycled water revenue requirements. The revenue requirements are composed of the Zone 7 Fixed Charges (Column D, Line 2) and the Zone 7 Variable Charges (Column D, Line 3), which are placed into the corresponding fixed and variable cost components. The total passthrough revenue requirement is shown in Line 4.

Table 3-3: FY 2024 Passthrough Revenue Requirement

Line	A Passthrough - FY 2024	B Fixed	C Variable	D Total
1	**Revenue Requirements**			
2	Zone 7 Fixed Charges	$9,314,331		$9,314,331
3	Zone 7 Variable Charges		$12,795,669	$12,795,669
4	**Total - Revenue Requirements**	**$9,314,331**	**$12,795,669**	**$22,110,000**

3.3. Water System Functions

After determining the water utility's revenue requirement, the next step in a COS analysis is to categorize operating and capital costs into system functions. Raftelis worked with City staff to determine the appropriate functions for the operating and capital. The functions for O&M include labor, electricity, other expenses, and attrition savings. The function for capital costs is water capital costs related to the City's water distribution system.

Operating costs are functionalized based on actual costs and spreading costs between base, max day, and max hour. For Labor, Electricity, and Other Expenses, actual cost estimates provided by City staff were allocated to Meter and Customer functions. The remaining costs were allocated based on average max day/max hour proportions since the water system is primarily transmission and distribution. This is seen in **Table 3-4**.

Capital costs are functionalized based on average max day/max hour allocations because the future capital assets will be contributing to transmission and distribution. **Table 3-5** shows the distribution of the capital revenue requirement to base, max day, and max hour.

Table 3-4: O&M Expense Functions

Line	A O&M Expenses	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total
1	**Water**								
2	Labor			47%	19%	18%	7%	9%	100%
3	Electricity			56%	22%	22%			100%
4	Other Expenses			53%	21%	21%	5%		100%
5	Attrition Savings			56%	22%	22%			100%
6									
7	**Water**								
8	Labor			$2,831,842	$1,132,737	$1,118,215	$420,000	$565,583	$6,068,377
9	Electricity			$445,714	$178,286	$176,000			$800,000
10	Other Expenses			$2,172,294	$868,918	$857,778	$197,000		$4,095,990
11	Attrition Savings			($67,619)	($27,048)	($26,701)			($121,368)
12	**Total - Water**	**$0**	**$0**	**$5,382,232**	**$2,152,893**	**$2,125,292**	**$617,000**	**$565,583**	**$10,842,999**
13									
14	**Total - O&M Expenses**	**$0**	**$0**	**$5,382,232**	**$2,152,893**	**$2,125,292**	**$617,000**	**$565,583**	**$10,842,999**
15	% O&M Allocation	0.0%	0.0%	49.6%	19.9%	19.6%	5.7%	5.2%	100.0%
16	% O&M Allocation Less Supply	0.0%	0.0%	49.6%	19.9%	19.6%	5.7%	5.2%	100.0%

Table 3-5: Capital Expenditure Functions

Line	A Capital Expenses	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total
1	**Capital Costs**								
2	Water Replacement			56%	22%	22%			100%
3	Water R&R			56%	22%	22%			100%
4									
5	**Assets**								
6	Water Replacement			$2,499,608	$999,843	$987,025			$4,486,476
7	Water R&R			$308,253	$123,301	$121,720			$553,274
8	Total - Assets	**$0**	**$0**	**$2,807,861**	**$1,123,144**	**$1,108,745**	**$0**	**$0**	**$5,039,750**
9	% Capital Allocation	0.0%	0.0%	55.7%	22.3%	22.0%	0.0%	0.0%	100.0%

3.4. Cost Components

The next step in the COS analysis involves allocating the functionalized operating and capital costs to each of the cost causation components (also called cost components). The cost components represent the link between the costs of the various system functions and the reason why those costs are incurred. The cost components used in this Study include:

- **Meter:** represents the costs of purchasing, servicing, and replacing meters
- **Customer:** represents the costs of providing customer service and billing customers
- **Base (Average Delivery):** represents the costs of delivering water to customers under average demand conditions
- **Maximum Day (Max Day):** represents the costs of delivering water to customers on the day with the highest demand
- **Maximum Hour (Max Hour):** represents the costs of delivering water to customers on the hour with the highest demand on the day with the day with the highest demand
- **Recycled Water:** represents the costs of distributing recycled water
- **Recycled Water Surcharge:** represents the capital costs going toward the recycled water system.

Before allocating functionalized costs to each cost component, we must determine the allocation basis for certain components. These allocations are derived in the following subsections.

3.5. Peaking Factors

Peaking factors represent water demand during peak times of use. As customer classes peak demands increase, so must the size of facilities and pipelines to meet their demands. The larger facilities cost more to construct, maintain, and replace. The point of identifying peaking factors is to charge each class in proportion to the peak demands they place on the water system. Functionalized costs are then allocated to the Base, Max Day, and Max hour cost components using the allocation bases derived from the peaking factors, shown in **Table 3-6**.

City staff provided the Max Day and Max Hour peaking factors (Column B, Lines 2-3) for the water system, normalized to average day (Base) demand. The allocation bases (Columns C to E) are calculated using the equations outlined in this section. Columns are represented in these equations as letters and rows are represented as numbers. For example, Column C, Line 2 is shown as C2.

The Max Day allocations are calculated as follows:

- Base: B1 / B2 x 100% = C2
- Max Day: (B2 – B1) / B2 x 100% = D2

The Max Hour allocations are calculated as follows:

- Base: B1 / B3 x 100% = C3
- Max Day: (B2 – B1) / B3 x 100% = D3
- Max Hour: (B3 – B2) / B3 x 100% = E3

Average Max Day/Max Hour allocations (Columns C to E, Line 4) are equal to the average of the two allocation bases derived above. These allocations are used when system costs are not distinguished between a Max Day or Max Hour function; for example, transportation and distribution (T&D) costs are allocated based on this average.

Table 3-6: System-Wide Peaking Factors

Line	A System Peaking Factors	B Peaking Factor	C Base	D Max Day	E Max Hour	F Total
1	Base	1.00	100%	0%	0%	100%
2	Max Day	1.40	71%	29%	0%	100%
3	Max Hour	2.50	40%	16%	44%	100%
4	Average Max Day/Max Hour		56%	22%	22%	100%

Table 3-7 shows the customer class-specific peaking factors based on the maximum bi-monthly usage divided by average bi-monthly usage for each class and tier. This peaking factor is used as a proxy for the class and tier-specific Max Day peaking factors (Column B), which are based on the current tiers. The Max Hour peaking factor is calculated based on the relative factor from the system-wide peaking factors.

For example, the Residential class Max Hour peaking factor (Column C, Line 1) is calculated as follows:

*Residential Max Day Peaking Factor [B1] x (System-wide Max Hour peaking factor [**Table 3-6**, B3] / System-side Max Day peaking factor [**Table 3-6**, B2]) = Residential Max Hour peaking factor [C1]*

Table 3-7: Class-Specific Peaking Factors

Line	A Customer Class	B Max Day Peaking Factor	C Max Hour Peaking Factor
1	Single Family Residential	1.71	3.05
2	Tier 1	1.22	2.18
3	Tier 2	1.98	3.53
4	Tier 3	2.42	4.32
5	Tier 4	2.62	4.68
6	Multi-Family Residential	1.19	2.13
7	Commercial/Industrial	1.30	2.33
8	Irrigation	1.99	3.55
9	Recycled Water Irrigation	2.17	3.87

3.6. Peak Capacity

Table 3-8 shows the calculation of additional capacity required to meet Max Day and Max Hour demands. The Max Day (Column D) and Max Hour (Column G) were derived in the previous subsection (**Table 3-7**) for each customer class and tier.

Annual use (Column B) is derived from the water usage projections (**Table 2-6**) based on the current tiers. Note that the total annual use for each class (Column B, Lines 1, 6-10) are equal to the total water use for each class in the projections. Annual use is then converted to average daily use (Column C), assuming 365 days in a year.

The Max Day capacity in ccf per day (Column E) is calculated by multiplying the average daily use (Column C) by the Max Day peaking factors (Column D). The Max Day extra capacity in ccf per day (Column F) is equal to the Max Day capacity (Column E) less average daily use (Column C).

Similarly, the Max Hour capacity in ccf per day (Column H) is calculated by multiplying the average daily use (Column C) by the Max Hour peaking factors (Column G). The Max Hour extra capacity in ccf per day (Column I) is equal to the Max Hour capacity (Column H) less Max Day capacity (Column E).

Table 3-8: Peak Capacity Calculation

Line	A Customer Class	B Annual Use (ccf)	C Average Daily Use (ccf/day)	D Capacity Factor	E Max Day Total Capacity (ccf/day)	F Extra Capacity (ccf/day)	G Capacity Factor	H Max Hour Total Capacity (ccf/day)	I Extra Capacity (ccf/day)
1	**Single Family Residential**	**3,012,950**							
2	Tier 1	1,642,987	4,501	1.22	5,491	990	2.18	9,806	4,315
3	Tier 2	610,595	1,673	1.98	3,310	1,637	3.53	5,910	2,601
4	Tier 3	279,195	765	2.42	1,852	1,087	4.32	3,306	1,455
5	Tier 4	480,174	1,316	2.62	3,448	2,132	4.68	6,157	2,709
6	Multi-Family Residential	527,984	1,447	1.19	1,722	275	2.13	3,074	1,353
7	Commercial	456,989	1,252	1.30	1,631	379	2.33	2,913	1,282
8	Industrial	16,886	46	1.30	60	14	2.33	108	47
9	Irrigation	1,017,153	2,787	1.99	5,542	2,755	3.55	9,896	4,354
10	Recycled Water Irrigation	670,227	1,836	2.17	3,977	2,141	3.87	7,102	3,125
11	**Total**	**5,702,189**	**15,622**		**27,033**	**11,410**		**48,272**	**21,240**

3.7. Equivalent Meters

Equivalent meter units (EMUs) are used to allocate meter-related costs appropriately and equitably. Larger meters have the capacity to impose larger demands on the system and are more expensive to install, maintain, and replace than smaller meters.

EMUs are based on meter hydraulic capacity and are calculated to represent the potential demand on the water system compared to a base meter size. A ratio of hydraulic capacity is calculated by dividing larger meter capacities by the base meter capacity. The base meter in this Study is the 5/8" meter, which is also the most common meter size.

Table 3-9 shows the calculation of meter capacity ratios for each meter size. The capacity in gallons per minute (gpm) shows the actual meter capacity of the City's AMI meters and was provided by City Staff.

Table 3-9: Meter Capacity Ratios

Line	A Meter Size	B Capacity (gpm)	C AWWA Ratio
1	5/8 inch	20	1.0
2	3/4 inch	30	1.5
3	1 inch	55	2.5
4	1-1/2 inch	120	5.0
5	2 inch	160	8.0
6	3 inch	450	17.5
7	4 inch	790	31.5
8	6 inch	1,400	65.0
9	8 inch	3,500	140.0
10	10 inch	5,500	210.0

Table 3-10 shows the meter counts by customer class and meter size, derived from the customer account data (**Table 2-5**). **Table 3-11** shows the derivation of equivalent meters based on the capacity ratios (**Table 3-9**) and the meter counts (**Table 3-10**). The capacity ratio for each meter size is multiplied by the meter count in each class to determine the equivalent meters per class.

Table 3-10: Meter Counts by Class

Line	A Meter Size	B SFR	C MFR	D Commercial/ Industrial	E Industrial	F Irrigation	G RW Irrigation	H Total Meters
1	5/8 inch	18,577	83	262	0	205	5	19,133
2	3/4 inch	2,446	11	33	0	17	1	2,508
3	1 inch	3,139	107	214	1	223	14	3,698
4	1-1/2 inch	14	221	197	0	247	84	763
5	2 inch	1	120	251	1	179	33	584
6	3 inch	3	24	38	2	27	7	101
7	4 inch	1	5	10	0	5	4	26
8	6 inch	1	4	2	0	1	2	10
9	8 inch	0	1	2	0	0	0	3
10	10 inch	0	0	0	0	0	0	0
11	**Total - Meters**	**24,183**	**576**	**1,009**	**4**	**904**	**151**	**26,827**

Table 3-11: Equivalent Meters

Line	A Meter Size	B AWWA Ratio	C Total Meters	D Equiv. Meters
1	5/8 inch	1	19,133	19,133
2	3/4 inch	1.5	2,508	3,763
3	1 inch	2.5	3,698	10,169
4	1-1/2 inch	5	763	4,579
5	2 inch	8	584	4,676
6	3 inch	17.5	101	2,265
7	4 inch	31.5	26	1,014
8	6 inch	65	10	719
9	8 inch	140	3	539
10	10 inch	210	0	0
11	**Total - Meters**		**26,827**	**46,857**

3.8. Cost Allocations

After determining the various allocation bases in the previous subsections, we can then determine the operating and capital cost allocations. **Table 3-12** and
Table 3-13 show the operating and capital cost allocations, respectively. The functions are allocated as follows:

- **Labor:** The meter and customer components are allocated based on actual expenses identified by City staff. The remaining expenses are allocated based on Average Max Day/Max hour because the main function of the utility is transmission and distribution.
- **Electricity:** The groundwater component is allocated based on actual expenses identified by City staff. The remaining expenses are allocated based on Average Max Day/Max hour because the main function of the utility is transmission and distribution.

- **Other Expenses:** The groundwater and meter components are allocated based on actual expenses identified by City staff. The remaining expenses are allocated based on Average Max Day/Max hour because the main function of the utility is transmission and distribution.
- **Attrition Savings:** Expenses are allocated based on Average Max Day/Max hour because the main function of the utility is transmission and distribution.
- **Capital:** Expenses are allocated based on Average Max Day/Max hour because the main function of the utility is transmission and distribution.

Table 3-12: Operating Cost Allocation

Line	A O&M Expenses	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total
1	**Water**								
2	Labor			47%	19%	18%	7%	9%	100%
3	Electricity			56%	22%	22%			100%
4	Other Expenses			53%	21%	21%	5%		100%
5	Attrition Savings			56%	22%	22%			100%
6									
7	**Water**								
8	Labor			$2,831,842	$1,132,737	$1,118,215	$420,000	$565,583	$6,068,377
9	Electricity			$445,714	$178,286	$176,000			$800,000
10	Other Expenses			$2,172,294	$868,918	$857,778	$197,000		$4,095,990
11	Attrition Savings			($67,619)	($27,048)	($26,701)			($121,368)
12	**Total - Water**	**$0**	**$0**	**$5,382,232**	**$2,152,893**	**$2,125,292**	**$617,000**	**$565,583**	**$10,842,999**
13									
14	**Total - O&M Expenses**	**$0**	**$0**	**$5,382,232**	**$2,152,893**	**$2,125,292**	**$617,000**	**$565,583**	**$10,842,999**
15	% O&M Allocation	0.0%	0.0%	49.6%	19.9%	19.6%	5.7%	5.2%	100.0%
16	% O&M Allocation Less Supply	0.0%	0.0%	49.6%	19.9%	19.6%	5.7%	5.2%	100.0%

Table 3-13: Capital Cost Allocation

Line	A Capital Expenses	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total
1	**Capital Costs**								
2	Water Replacement			56%	22%	22%			100%
3	Water R&R			56%	22%	22%			100%
4									
5	**Assets**								
6	Water Replacement			$2,499,608	$999,843	$987,025			$4,486,476
7	Water R&R			$308,253	$123,301	$121,720			$553,274
8	**Total - Assets**	**$0**	**$0**	**$2,807,861**	**$1,123,144**	**$1,108,745**	**$0**	**$0**	**$5,039,750**
9	% Capital Allocation	0.0%	0.0%	55.7%	22.3%	22.0%	0.0%	0.0%	100.0%

Table 3-14 shows the way that Zone 7 costs were allocated to the proposed Zone 7 Fixed and Variable rates. Zone 7 costs are approximately 40% fixed and 60% variable. In the current rates structure, 100% of Zone 7 costs are being recovered through a variable rate. The City wanted to move a portion of the Zone 7 costs to be recovered through a fixed rate to allow for more revenue stability. Column D shows that 22% of Zone 7 costs will be recovered through a fixed charge, while the remaining 78% will be recovered through the Zone 7 component of the water usage charge. This was done in order to keep the fixed and variable revenue recovery for the water utility as a whole approximately the same as it is under the current rates. The City collects approximately 14% of its revenue through fixed charges.

Table 3-14: Zone 7 Cost Allocation

	A	B	C	D
Line	Zone 7 Costs	FY 2023	Cost Percentage	Revenue Recovery
1	Fixed	$9,314,331	42.1%	22.0%
2	Variable	$12,795,669	57.9%	78.0%
3	**Total**	**$22,110,000**	**100.0%**	**100.0%**
4				
5	**Reallocated**			
6	Fixed	$4,864,200		
7	Variable	$17,245,800		

3.9. Revenue Requirement Distribution

Table 3-15 shows the distribution of the revenue requirement to each cost component and all reallocation of costs, resulting in the final cost of service by component (Line 5).

The operating costs (Column L, Line 1) are equal to the operating revenue requirement less offsets (**Table 3-1**, Column B, Line 18) multiplied with the % O&M Allocation (**Table 3-12**, Line 15). The operating costs (Column L, Line 1) also include the reallocated Zone 7 fixed and variable costs (**Table 3-14**, Column B, Lines 6 and 7). The capital costs (Column L, Line 2) are equal to the capital revenue requirement less offsets (**Table 3-1**, Column C, Line 18). Recycled water capital expenses (**Table 3-2**, Column C, Line 4) are allocated to the recycled water surcharge cost component (Column C), with the remaining revenue requirement less offsets (**Table 3-2**, Column D, Line 17) allocated to the recycled water cost component (Column B). The total cost of service for each cost component is shown in Line 5.

Table 3-15: Revenue Requirement by Cost Component

Line	A Revenue Requirement	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total - Pleasanton	J Zone 7 Fixed	K Zone 7 Variable	L Total - All
1	Operating Expenses	$0	$0	$4,329,369	$1,731,747	$1,709,546	$496,304	$454,945	$8,721,910	$4,864,200	$17,245,800	$30,831,910
2	Capital Expenses	$0	$0	$2,975,616	$1,190,246	$1,174,987	$0	$0	$5,340,849			$5,340,849
3	Recycled Water	$3,003,845	$50,000						$3,053,845			$3,053,845
4	Total - Cost of Service	**$3,003,845**	**$50,000**	**$7,304,984**	**$2,921,994**	**$2,884,532**	**$496,304**	**$454,945**	**$17,116,604**	**$4,864,200**	**$17,245,800**	**$39,226,604**

3.10. Unit Cost Derivation

After deriving the cost of service by cost component, we then determine the unit cost for each component. The unit cost is derived by dividing the revenue requirement for each cost component by the corresponding units of service. **Table 3-16** shows the units of service for each customer class and tier for each cost component. The units of service are derived as follows:

- **Recycled Water:** annual recycled water irrigation use
- **Recycled Water Surcharge:** annual water use by class and tier
- **Base:** annual water use by class and tier
- **Max Day:** Max Day extra capacity
- **Max Hour:** Max Hour extra capacity
- **Meter:** EMUs by customer class
- **Customer:** accounts by customer class
- **Zone 7 Fixed:** EMUs by customer class
- **Zone 7 Variable:** annual water use by class and tier excluding groundwater use

Table 3-17 derives the unit cost by cost component. The costs of service (**Table 3-15**, Line 5) are multiplied by the units of service for each cost component (**Table 3-16**) to derive the final revenue requirement distribution. Note that the Meter, Customer, and Zone 7 Fixed unit costs are multiplied by bi-monthly billing periods per year to determine the annual cost to serve each class for those components. The final proposed revenue (Column M, Line 11) is equal to the total revenue requirement (**Table 3-15**, Column M, Line 5), and the final costs in each cost component (Line 10) are equal to their corresponding costs of service (**Table 3-15**, Columns B through L, Line 5).

Table 3-16: Units of Service

Line	A Customer Class	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Zone 7 Fixed	J Zone 7 Variable
1	Single Family Residential		$29,938				$329,986	$410,107	$8,750,950	$3,325,151
2	Tier 1			$2,385,152	$312,066	$687,026				
3	Tier 2			$886,410	$516,014	$414,097				
4	Tier 3			$405,312	$342,528	$231,647				
5	Tier 4			$697,076	$672,207	$431,384				
6	Multi-Family Residential		$5,246	$766,483	$86,746	$215,407	$41,120	$9,772	$1,124,774	$414,349
7	Commercial		$4,541	$663,419	$119,512	$204,076	$61,976	$17,106	$1,070,630	$624,511
8	Industrial		$168	$24,513	$4,416	$7,541	$607	$70	$37,314	$6,112
9	Irrigation		$10,107	$1,476,619	$868,506	$693,355	$49,032	$15,329	$3,112,948	$494,078
10	Recycled Water Irrigation	$3,003,845					$13,583	$2,561	$3,019,989	
11	**Total**	**$3,003,845**	**$50,000**	**$7,304,984**	**$2,921,994**	**$2,884,532**	**$496,304**	**$454,945**	**$17,116,604**	**$4,864,200**

Table 3-17: Unit Cost by Cost Component

Line	A Revenue Requirement	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Zone 7 Fixed	J Zone 7 Variable
1	**Total - Cost of Service**	**$3,003,845**	**$50,000**	**$7,304,984**	**$2,921,994**	**$2,884,532**	**$496,304**	**$454,945**	**$17,116,604**	**$4,864,200**
2										
3	Units of Service	670,227	5,031,962	5,031,962	9,269	18,115	281,142	160,960		273,447
4	Units	hcf	hcf	hcf	hcf/day	hcf/day	EMUs/yr	bills/yr		EMUs/yr
5										
6	Unit Cost	$4.48	$0.01	$1.45	$315.23	$159.23	$1.77	$2.83		$17.79
7	Units	hcf	hcf	hcf	hcf/day	hcf/day	EMU	bills		EMU

Table 3-18: Cost of Service by Customer Class

Line	A Customer Class	B Recycled Water	C Recycled Water Surcharge	D Base	E Max Day	F Max Hour	G Meter	H Customer	I Total City COS	J Zone 7 Fixed	K Zone 7 Variable	L Proposed Revenues
1	Single Family Residential		$29,938				$329,986	$410,107	**$8,750,950**	$3,325,151	$10,326,139	**$22,402,239**
2	Tier 1			$2,385,152	$312,066	$687,026						
3	Tier 2			$886,410	$516,014	$414,097						
4	Tier 3			$405,312	$342,528	$231,647						
5	Tier 4			$697,076	$672,207	$431,384						
6	Multi-Family Residential		$5,246	$766,483	$86,746	$215,407	$41,120	$9,772	**$1,124,774**	$414,349	$1,809,533	**$3,348,656**
7	Commercial		$4,541	$663,419	$119,512	$204,076	$61,976	$17,106	**$1,070,630**	$624,511	$1,566,216	**$3,261,357**
8	Industrial		$168	$24,513	$4,416	$7,541	$607	$70	**$37,314**	$6,112	$57,871	**$101,297**
9	Irrigation		$10,107	$1,476,619	$868,506	$693,355	$49,032	$15,329	**$3,112,948**	$494,078	$3,486,041	**$7,093,066**
10	Recycled Water Irrigation	$3,003,845					$13,583	$2,561	**$3,019,989**			**$3,019,989**
11	**Total**	**$3,003,845**	**$50,000**	**$7,304,984**	**$2,921,994**	**$2,884,532**	**$496,304**	**$454,945**	**$17,116,604**	**$4,864,200**	**$17,245,800**	**$39,226,604**

4. Rate Design and Derivation

This section of the Report details the calculation of the proposed water rates that were developed in the Study. Numbers shown in the tables of this section are rounded. Therefore, hand calculations based on the displayed numbers, such as summing or multiplying, may not equal the exact results shown in this Report. All rates shown in this section are rounded up to the nearest cent.

4.1. Proposed Adjustments

Table 4-1 shows the proposed revenue adjustments from the financial plan. Water rates developed for the base year (FY 2024) reflect the results of the COS analysis, which impacts each customer class and tier differently. Revenue adjustments in subsequent years are applied across all charges, classes, and tiers proportional to the base year rates.

Table 4-1: Proposed Revenue Adjustments

Line	A Revenue Adjustments (All Revenues)	B FY 2024	C FY 2025	D FY 2026
1	Effective Month	January	January	January
2	Percent Adjustment	30%	20%	12%

4.2. Bi-Monthly Service Charges

Table 4-2 shows the bi-monthly service charge calculation, which consists of the Meter, Customer, and Zone 7 Fixed cost components. The Meter and Zone 7 Fixed cost components are derived based on total EMUs. Therefore, the Meter and Zone 7 unit costs (**Table 3-17**, Columns H and J, Line 6) are multiplied by the capacity ratio for each meter size (Column B) to appropriately reflect the share of cost by meter size (Columns C and E). A connection's share of the Customer cost does not vary with meter size, and therefore the Customer unit cost (**Table 3-17**, Column I, Line 6) is applied uniformly across all meter sizes (Column D).

Table 4-2: Proposed Bi-Monthly Service Charge (FY 2023)

Line	A Meter Size	B Capacity Ratio	C Meter Charge	D Customer Charge	E Zone 7 Fixed Charge	F Total Charge	G Current Charge	H Difference ($)
1	5/8 inch	1.00	$1.77	$2.83	$17.30	**$21.90**	$19.93	$1.97
2	3/4 inch	1.50	$2.65	$2.83	$25.95	**$31.43**	$29.89	$1.54
3	1 inch	2.75	$4.85	$2.83	$47.58	**$55.27**	$49.84	$5.43
4	1-1/2 inch	6.00	$10.59	$2.83	$103.81	**$117.23**	$99.67	$17.56
5	2 inch	8.00	$14.12	$2.83	$138.41	**$155.37**	$159.48	($4.11)
6	3 inch	22.50	$39.72	$2.83	$389.29	**$431.84**	$348.90	$82.94
7	4 inch	39.50	$69.73	$2.83	$683.41	**$755.97**	$996.83	($240.86)
8	6 inch	70.00	$123.57	$2.83	$1,211.11	**$1,337.52**	$1,993.67	($656.15)
9	8 inch	175.00	$308.93	$2.83	$3,027.78	**$3,339.54**	$3,488.91	($149.37)
10	10 inch	275.00	$485.46	$2.83	$4,757.94	**$5,246.23**	$5,482.57	($236.34)

4.3. Water Usage Rates

The City's water usage rates consist of five components: Zone 7 Supply, Base, Peaking, and Recycled Water Surcharge. The recycled water usage rate is solely made up of the recycled water cost component. The following sections will present the calculations for each of the components.

4.3.1. PEAKING COMPONENT

Error! Reference source not found. shows the Peaking unit cost calculation for each customer class and tier. P eaking costs (Column B) are the sum of Max Day and Max Hour costs for each class and tier (**Table 3-18**, Columns F and G). Peaking costs are divided by annual use (Column C) to determine the Peaking unit cost for each class and tier (Column D).

Table 4-3: Peaking Unit Cost Calculation

Line	A Customer Class	B Peaking Costs	C Annual Use (ccf)	D Peaking Unit Cost
1	Single Family Residential			
2	Tier 1	$999,092	1,642,987	$0.61
3	Tier 2	$930,110	610,595	$1.52
4	Tier 3	$574,175	279,195	$2.06
5	Tier 4	$1,103,591	480,174	$2.30
6	Multi-Family Residential	$302,153	527,984	$0.57
7	Commercial	$323,588	456,989	$0.71
8	Industrial	$11,956	16,886	$0.71
9	Irrigation	$1,561,861	1,017,153	$1.54

4.3.2. RECYCLED WATER SURCHARGE

Table 4-4 shows the Recycled Water Surcharge unit cost calculation. The surcharge is charged to Single Family Residential Tier 4 usage and all other customer classes. The surcharge costs (Column B) are divided by the annual use (Column D) to derive the unit cost (Column E).

Table 4-4: Recycled Water Surcharge Unit Cost Calculation

Line	A Customer Class	B RW Surcharge	C Applied Usage	D Annual Use (ccf)	E RW Surcharge Unit Cost
1	Single Family Residential	$29,938		480,174	$0.06
2	Tier 1		0%	1,642,987	$0.00
3	Tier 2		0%	610,595	$0.00
4	Tier 3		0%	279,195	$0.00
5	Tier 4		100%	480,174	$0.06
6	Multi-Family Residential	$5,246		527,984	$0.01
7	Commercial	$4,541		456,989	$0.01
8	Industrial	$168		16,886	$0.01
9	Irrigation	$10,107		1,017,153	$0.01

4.3.3. ZONE 7 VARIABLE COSTS

Table 4-5 shows the unit cost calculation for each customer class for the Zone 7 variable cost component. Zone 7 use (Column C) is equal to Annual Use (Column B). Zone 7 costs are divided into each customer class by their

proportionate use of Zone 7 water. These Zone 7 costs by customer class (Column D) are then divided by the total annual water use by class (Column B) to derive the Zone 7 unit cost by customer class (Column E)

Table 4-5: Zone 7 Variable Unit Cost Calculation by Class

Line	A Customer Class	B Annual Use (ccf)	C Zone 7 Use (ccf)	D Zone 7 Costs	E Zone 7 Unit Cost
1	Single Family Residential				
2	Tier 1	1,642,987	1,642,987	$5,630,929	$3.43
3	Tier 2	610,595	610,595	$2,092,661	$3.43
4	Tier 3	279,195	279,195	$956,872	$3.43
5	Tier 4	480,174	480,174	$1,645,676	$3.43
6	Multi-Family Residential	527,984	527,984	$1,809,533	$3.43
7	Commercial	456,989	456,989	$1,566,216	$3.43
8	Industrial	16,886	16,886	$57,871	$3.43
9	Irrigation	1,017,153	1,017,153	$3,486,041	$3.43
10	**Total**	**5,031,962**	**5,031,962**	**$17,245,800**	

4.3.4. RECYCLED WATER VARIABLE RATE

Table 4-6 shows the calculation of the recycled water variable water usage rate. The fixed revenue (Column B, Line 2) is calculated by multiplying the recycled water meter bills per year with their corresponding fixed meter charge. The remaining revenue (Column B) to be collected through the variable rate is divided by the annual recycled water use (Column B, Line 4) to derive the recycled water variable rate (Column B, Line 5).

Table 4-6: Recycled Water Rate Calculation

Line	A Recycled Water Rates	B Calculation
1	Total Cost of Service	$3,019,989
2	Fixed Revenue	$149,272
3	Variable Revenue	$2,870,717
4	Annual Use (hcf)	670,227
5	**Recycled Water Rate ($/hcf)**	**$4.28**

4.3.5. WATER USAGE RATES

Table 4-7 shows the calculation of proposed water usage rates (Column H) for each customer class and tier based on the four rate components (Column B through E). The Base variable rate component comes directly from the Base unit cost derived in the COS analysis (**Table 3-17**, Column E, Line 6).

Table 4-7: Proposed Water Usage Rates (FY 2024)

Line	A Customer Class	B Zone 7 Supply	C Base	D Peaking	E RW Surcharge	F Recycled Water	G Total Charge	H Current Charge	I Difference ($)
1	Single Family Residential								
2	Tier 1	$3.43	$1.45	$0.61	$0.00		**$5.49**	$3.93	$1.56
3	Tier 2	$3.43	$1.45	$1.52	$0.00		**$6.41**	$4.42	$1.99
4	Tier 3	$3.43	$1.45	$2.06	$0.00		**$6.94**	$4.68	$2.26
5	Tier 4	$3.43	$1.45	$2.30	$0.06		**$7.24**	$5.53	$1.71
6	Multi-Family Residential	$3.43	$1.45	$0.57	$0.01		**$5.47**	$4.44	$1.03
7	Commercial	$3.43	$1.45	$0.71	$0.01		**$5.60**	$4.44	$1.16
8	Industrial	$3.43	$1.45	$0.71	$0.01		**$5.60**	$4.44	$1.16
9	Irrigation	$3.43	$1.45	$1.54	$0.01		**$6.43**	$4.60	$1.83
10	Recycled Water Irrigation					$4.28	**$4.29**	$4.05	$0.24

4.4. Proposed Rate Schedule

The rates shown in this subsection are increased for FY 2024 and beyond based on the proposed revenue adjustments shown in **Table 4-1**. **Table 4-8** shows the five-year rate schedule for the proposed bi-monthly service charges. **Table 4-9** shows the five-year rate schedule for Pleasanton water usage rates. Both tables show the rates separated out into the Pleasanton and Zone 7 components and combined into the total rates. Since Zone 7 rates will be based on actual costs passed through to customers, those charges will change year to year. Therefore, the Zone 7 and combined rates after FY 2024 are subject to change.

Table 4-8: Proposed Bi-Monthly Service Charges

Line	A Bi-Monthly Meter Service Charge	B Current	C January 2024	D January 2025	E January 2026
1	**Pleasanton Charges**				
2	5/8 inch	$19.93	$4.60	$6.48	$8.32
3	3/4 inch	$29.89	$5.48	$7.72	$9.91
4	1 inch	$49.84	$7.69	$10.83	$13.90
5	1-1/2 inch	$99.67	$13.42	$18.90	$24.25
6	2 inch	$159.48	$16.96	$23.88	$30.64
7	3 inch	$348.90	$42.55	$59.91	$76.87
8	4 inch	$996.83	$72.56	$102.16	$131.08
9	6 inch	$1,993.67	$126.41	$177.98	$228.36
10	8 inch	$3,488.91	$311.76	$438.93	$563.17
11	10 inch	$5,482.57	$488.29	$687.47	$882.05
12					
13	**Zone 7 Charges**				
14	5/8 inch	$0.00	$17.30	$18.48	$18.18
15	3/4 inch	$0.00	$25.95	$27.71	$27.25
16	1 inch	$0.00	$47.58	$50.81	$49.97
17	1-1/2 inch	$0.00	$103.81	$110.85	$109.00
18	2 inch	$0.00	$138.41	$147.80	$145.33
19	3 inch	$0.00	$389.29	$415.68	$408.73
20	4 inch	$0.00	$683.41	$729.73	$717.53
21	6 inch	$0.00	$1,211.11	$1,293.19	$1,271.57
22	8 inch	$0.00	$3,027.78	$3,232.98	$3,178.91
23	10 inch	$0.00	$4,757.94	$5,080.39	$4,995.43
24					
25	**Combined Charges**				
26	5/8 inch	$19.93	$21.90	$24.96	$26.50
27	3/4 inch	$29.89	$31.43	$35.43	$37.16
28	1 inch	$49.84	$55.27	$61.64	$63.87
29	1-1/2 inch	$99.67	$117.23	$129.75	$133.25
30	2 inch	$159.48	$155.37	$171.68	$175.97
31	3 inch	$348.90	$431.84	$475.59	$485.60
32	4 inch	$996.83	$755.97	$831.89	$848.61
33	6 inch	$1,993.67	$1,337.52	$1,471.17	$1,499.93
34	8 inch	$3,488.91	$3,339.54	$3,671.91	$3,742.08
35	10 inch	$5,482.57	$5,246.23	$5,767.86	$5,877.48

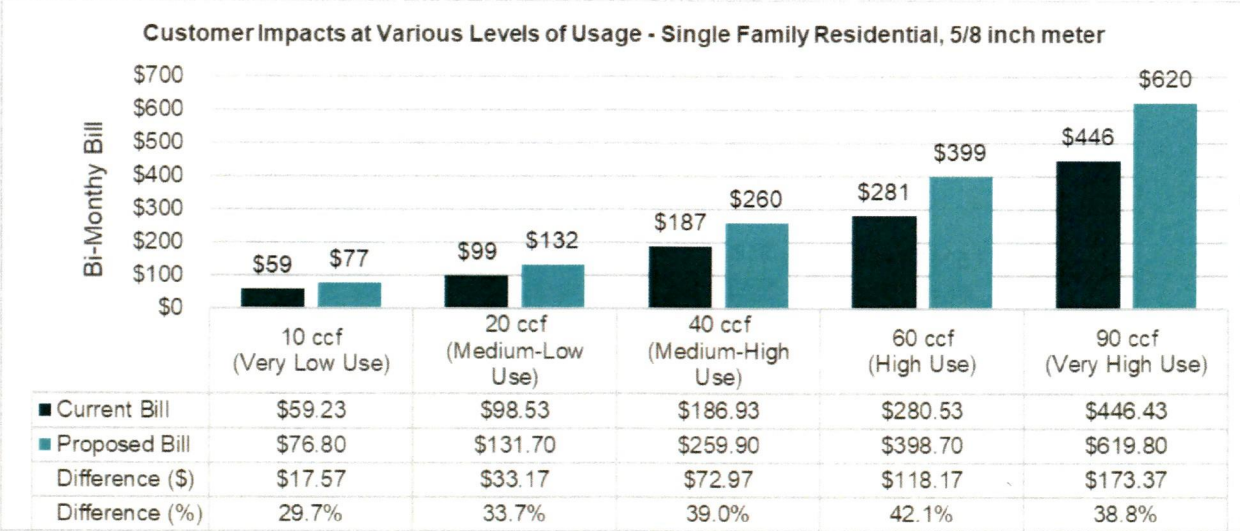
Table 4-9: Proposed Water Usage Rates

Line	A Consumption Charge	B Current	C January 2024	D January 2025	E January 2026
1	**Pleasanton Charges**				
2	Single Family Residential				
3	Tier 1 - 20 ccf	$0.00	$2.06	$2.91	$3.74
4	Tier 2 - 40 ccf	$0.49	$2.98	$4.20	$5.39
5	Tier 3 - 60 ccf	$0.75	$3.51	$4.95	$6.36
6	Tier 4 - 60+ ccf	$1.60	$3.81	$5.37	$6.89
7	Multi-Family Residential	$0.51	$2.04	$2.88	$3.70
8	Commercial	$0.51	$2.17	$3.06	$3.93
9	Irrigation	$0.67	$3.00	$4.23	$5.43
10	Recycled Water Irrigation	$4.05	$4.29	$6.04	$7.75
11					
12	**Zone 7 Charges**				
13	Single Family Residential				
14	Tier 1 - 20 ccf	$3.93	$3.43	$3.67	$3.61
15	Tier 2 - 40 ccf	$3.93	$3.43	$3.67	$3.61
16	Tier 3 - 60 ccf	$3.93	$3.43	$3.67	$3.61
17	Tier 4 - 60+ ccf	$3.93	$3.43	$3.67	$3.61
18	Multi-Family Residential	$3.93	$3.43	$3.67	$3.61
19	Commercial	$3.93	$3.43	$3.67	$3.61
20	Irrigation	$3.93	$3.43	$3.67	$3.61
21	Recycled Water Irrigation	$0.00	$0.00	$0.00	$0.00
22					
23	**Combined Charges**				
24	Single Family Residential				
25	Tier 1 - 20 ccf	$3.93	$5.49	$6.58	$7.35
26	Tier 2 - 40 ccf	$4.42	$6.41	$7.87	$9.00
27	Tier 3 - 60 ccf	$4.68	$6.94	$8.62	$9.97
28	Tier 4 - 60+ ccf	$5.53	$7.24	$9.04	$10.50
29	Multi-Family Residential	$4.44	$5.47	$6.55	$7.31
30	Commercial	$4.44	$5.60	$6.73	$7.54
31	Industrial	$4.44	$5.60	$6.73	$7.54
32	Irrigation	$4.60	$6.43	$7.90	$9.04

4.5. Customer Impacts

Figure 4-1 through **Figure 4-4** show the impacts for Single Family Residential, Commercial, Multi-Family Residential, and Irrigation customers, respectively. The bi-monthly bills are calculated using the most common meter size for each customer class at various levels of usage.

Figure 4-1: Single Family Residential Bill Impacts

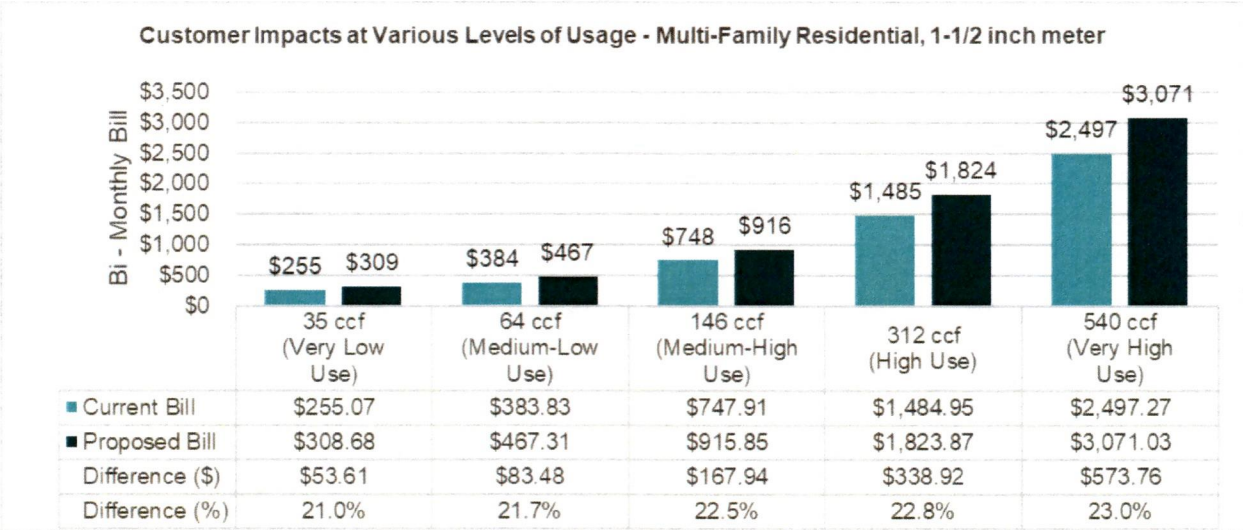


	10 ccf (Very Low Use)	20 ccf (Medium-Low Use)	40 ccf (Medium-High Use)	60 ccf (High Use)	90 ccf (Very High Use)
Current Bill	$59.23	$98.53	$186.93	$280.53	$446.43
Proposed Bill	$76.80	$131.70	$259.90	$398.70	$619.80
Difference ($)	$17.57	$33.17	$72.97	$118.17	$173.37
Difference (%)	29.7%	33.7%	39.0%	42.1%	38.8%

Figure 4-2: Commercial Bill Impacts

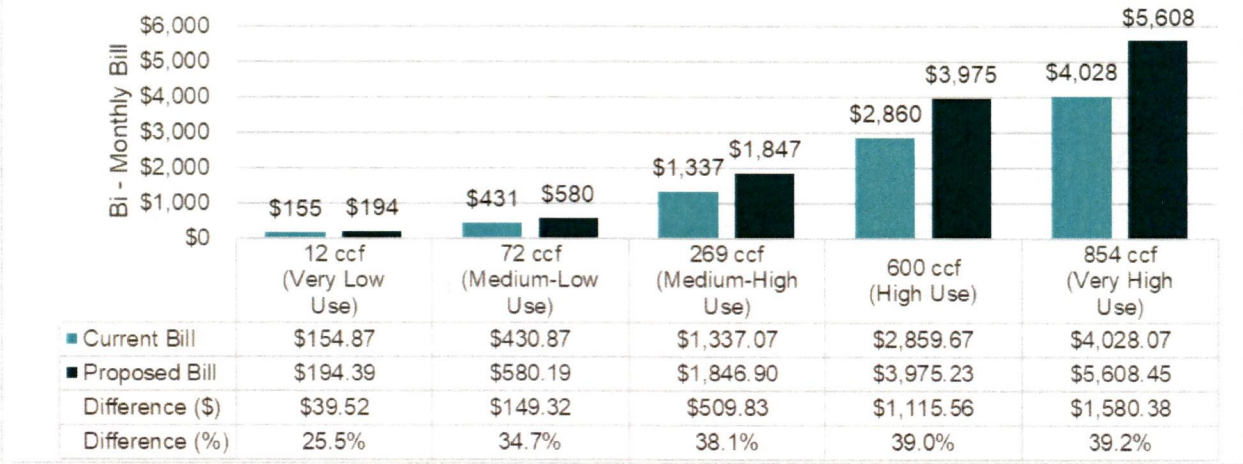
	12 ccf (Very Low Use)	42 ccf (Medium-Low Use)	118 ccf (Medium-High Use)	301 ccf (High Use)	487 ccf (Very High Use)
Current Bill	$152.95	$286.15	$623.59	$1,436.11	$2,261.95
Proposed Bill	$184.43	$352.43	$778.03	$1,802.83	$2,844.43
Difference ($)	$31.48	$66.28	$154.44	$366.72	$582.48
Difference (%)	20.6%	23.2%	24.8%	25.5%	25.8%

Figure 4-3: Multi-Family Residential Bill Impacts



	35 ccf (Very Low Use)	64 ccf (Medium-Low Use)	146 ccf (Medium-High Use)	312 ccf (High Use)	540 ccf (Very High Use)
Current Bill	$255.07	$383.83	$747.91	$1,484.95	$2,497.27
Proposed Bill	$308.68	$467.31	$915.85	$1,823.87	$3,071.03
Difference ($)	$53.61	$83.48	$167.94	$338.92	$573.76
Difference (%)	21.0%	21.7%	22.5%	22.8%	23.0%

Figure 4-4: Irrigation Bill Impacts



	12 ccf (Very Low Use)	72 ccf (Medium-Low Use)	269 ccf (Medium-High Use)	600 ccf (High Use)	854 ccf (Very High Use)
Current Bill	$154.87	$430.87	$1,337.07	$2,859.67	$4,028.07
Proposed Bill	$194.39	$580.19	$1,846.90	$3,975.23	$5,608.45
Difference ($)	$39.52	$149.32	$509.83	$1,115.56	$1,580.38
Difference (%)	25.5%	34.7%	38.1%	39.0%	39.2%

5. Drought Rates

The City engaged Raftelis to conduct a Drought Rate Study as part of the Water and Recycled Water Cost of Service and Rate Study. The City adopted its latest water shortage contingency plan in June of 2021, which details the six drought stages and the corresponding water usage reductions. The resulting drought rates align with Proposition 218 requirements and allow the City to reliably recover the necessary revenue to fully fund the water system in times of reduction in water demand.

The major objectives when developing drought rates include:

- Determine water allocations for each customer class during each drought stage based on the 2021 Water Shortage Contingency Plan
- Calculate the financial impacts of reduced water sales and changes to water supply sources
- Evaluate various drought rate structures to determine the structure best suited to meet the City's needs
- Develop drought rates that recover the financial impacts of each drought stage based on the cost of providing service

5.1. Process and Approach

Drought rates are governed by the requirements of Proposition 218 and Article X of the California Constitution. The development of the drought rates must show the nexus between the costs of providing water service and the rates charged to customers, must maximize the beneficial use of water (often defined as indoor use for health and hygiene), and must encourage conservation.

Drought rates are designed to recover lost revenue due to reduction in water use during each stage, to incorporate the potential changes to the City's water supply sources and their corresponding costs, to align with specific drought stages outlined in the 2021 Water Shortage Contingency Plan, and to provide financial flexibility for the City when declaring drought stages and implementing the appropriate drought rates. The proposed rates are based on the City's proposed water rates for FY 2024, which will go into effect January 1, 2024.

There are four steps to conducting a drought rate study, which include:

1. Allocating water reductions between various customer classes based on defined drought stages
2. Calculating financial impacts to the City in each stage
3. Determining the most appropriate drought cost recovery mechanism (rate structure)
4. Evaluating financial impacts to customers

5.2. Drought Allocations and Costs

This subsection details the water usage allocations and financial impacts of each drought stage, which results in the total amount of revenue to be collected from drought rates in each stage. Numbers shown in the tables of this section are rounded. Therefore, hand calculations based on the displayed numbers such as summing or multiplying, may not equal the exact results shown in this Report.

5.2.1. WATER ALLOCATIONS

The first step in the development of drought rates involves allocating water usage reductions between the City's customer classes based on the drought stages defined in the Water Shortage Contingency Plan. **Table 5-1** shows

the overall reduction targets for the entire water system. These reduction targets are used for each of the customer classes.

Table 5-1: Drought Stages and Reduction

Line	A Water Reduction	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	Target Reduction Goal	0%	≤10%	≤20%	≤30%	≤40%	≤50%	>50%

Water usage by customer class for each drought stage are calculated once the water reductions are determined. Each customer account gets a bi-monthly allotment of 10 ccf of water that is exempt from being charged drought rates. **Table 5-2** shows the annual allotment for each customer class in ccf (Column C).

Table 5-2: Drought Rate Exempt Allotment by Customer Class

Line	A Allotment by Class	B Accounts	C Allotment
1	Single Family Residential	24,183	1,450,980
2	Multi-Family Residential	576	34,560
3	Commercial	1,009	60,540
4	Industrial	4	240
5	Irrigation	904	54,240
6	**Total**	**26,676**	**1,600,560**

Water usage by customer class for each drought stage is calculated once the water reductions are determined. **Table 5-3** shows the estimated water usage in ccf for each stage of drought that align with the percent reduction targets for the system (**Table 5-1**). Baseline use (Column B) is equal to the estimated water use in FY 2024. The percent reduction from Baseline (Line 20) is the difference between the total usage in Stages 1 through 6 compared to the Baseline scenario. Note that the percent reduction from Baseline is equal to the target reduction for the system. The usage reductions for Single Family Residential customers are assumed to reduce from the highest tiers first, which provides the most conservative revenue projections and shows the prioritization for beneficial water use for indoor health and hygiene based on the guidance in Article X of the California Constitution.

Table 5-3: Estimated Water Usage by Stage

Line	A Water Sales in ccf (FY 2024)	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	**Single Family Residential**	**3,012,950**	**2,711,655**	**2,410,360**	**2,109,065**	**1,807,770**	**1,506,475**	**1,450,980**
2	Allotment		1,450,980	1,450,980	1,450,980	1,450,980	1,450,980	1,450,980
3	Tier 1	1,642,987	192,007	192,007	192,007	192,007	55,495	0
4	Tier 2	610,595	610,595	610,595	466,078	164,783	0	0
5	Tier 3	279,195	279,195	156,779	0	0	0	0
6	Tier 4	480,174	178,879	0	0	0	0	0
7	**Multi-Family Residential**	**527,984**	**475,185**	**422,387**	**369,589**	**316,790**	**263,992**	**211,194**
8	Allotment		34,560	34,560	34,560	34,560	34,560	34,560
9	Remaining Usage		440,625	387,827	335,029	282,230	229,432	176,634
10	**Commercial**	**456,989**	**411,290**	**365,591**	**319,892**	**274,193**	**228,495**	**182,796**
11	Allotment		60,540	60,540	60,540	60,540	60,540	60,540
12	Remaining Usage		350,750	305,051	259,352	213,653	167,955	122,256
13	**Industrial**	**16,886**	**15,197**	**13,508**	**11,820**	**10,131**	**8,443**	**6,754**
14	Allotment		240	240	240	240	240	240
15	Remaining Usage		14,957	13,268	11,580	9,891	8,203	6,514
16	**Irrigation**	**1,017,153**	**915,438**	**813,723**	**712,007**	**610,292**	**508,577**	**406,861**
17	Allotment		54,240	54,240	54,240	54,240	54,240	54,240
18	Remaining Usage		861,198	759,483	657,767	556,052	454,337	352,621
19	**Total**	**5,031,962**	**4,528,766**	**4,025,570**	**3,522,373**	**3,019,177**	**2,515,981**	**2,258,585**
20	*Percent Reduction*		-10%	-20%	-30%	-40%	-50%	-54%

5.2.2. FINANCIAL IMPACTS

The next step in the drought rate study is to determine the financial impacts to the City during each stage of drought. The cost implications of drought consider the following:

- Lost commodity charge revenue due to water usage reductions in each drought stage
- Potential changes to operating costs, which include water supply sources and the associated costs

For the City, the most significant financial consequence is the loss of consumption-based revenue, the severity of which depends on the drought stage. Drought conditions will also require more staff to be hired to handle conservation efforts and respond to an increase in customer service requests. There will be additional costs associated with drought including increased printing and mailing costs for noticing customers of changes to their rates and other miscellaneous equipment. Conversely, water purchase costs from Zone 7 decrease during drought as well as pumping costs savings as less water is being circulated through the system during drought.

Table 5-4 shows the commodity revenue for Stages 1 through 6 compared to baseline excluding revenues collected from allotment usage. This is calculated based on the proposed FY 2024 commodity charges (**Table 4-9**) multiplied by the estimated water usage by drought stage for each customer class excluding allotment usage (**Table 5-3**). The difference in commodity charge revenue (Line 12) is equal to the difference between the Baseline revenue and the estimated revenue for Stages 1 through 6, which represents the amount of lost commodity charge revenue in each stage.

Table 5-5 shows the additional staffing costs associated with each stage of drought. Additional staff are required to manage a combination of increased water conservation efforts and customer service requirements. Additional

printing and mailing costs will be needed during drought for notices sent to customers regarding changes in their rates and mandatory water usage restrictions.

Table 5-6 shows the Zone 7 variable costs at each stage of drought, respectively. As water usage is reduced, less water needs to be purchased from Zone 7. **Table 5-6**, Line 2 shows the cost savings in each stage of drought compared to the cost of water from Zone 7 under Baseline conditions.

Table 5-7 shows the total cost of drought at Stages 1 through 6, which includes the lost commodity revenue (**Table 5-4**, Line 12), increased operating costs (**Table 5-5**, Line 4), and Zone 7 variable cost savings (**Table 5-6**, Line 2).

Table 5-4: Expected Revenue Loss by Stage (Excluding Allotment Revenue)

Line	A Projected Commodity Revenue	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	Single Family Residential	$18,347,980	$16,166,604	$14,021,953	$12,007,560	$10,076,259	$8,270,548	$7,965,880
2	Tier 1	$9,019,998	$9,019,998	$9,019,998	$9,019,998	$9,019,998	$8,270,548	$7,965,880
3	Tier 2	$3,913,911	$3,913,911	$3,913,911	$2,987,562	$1,056,261	$0	$0
4	Tier 3	$1,937,614	$1,937,614	$1,088,045	$0	$0	$0	$0
5	Tier 4	$3,476,458	$1,295,082	$0	$0	$0	$0	$0
6	Multi-Family Residential	$2,888,071	$2,599,264	$2,310,457	$2,021,650	$1,732,843	$1,444,036	$1,155,228
7	Commercial	$2,559,138	$2,303,225	$2,047,311	$1,791,397	$1,535,483	$1,279,569	$1,023,655
8	Industrial	$94,559	$85,103	$75,647	$66,192	$56,736	$47,280	$37,824
9	Irrigation	$6,540,296	$5,886,267	$5,232,237	$4,578,207	$3,924,178	$3,270,148	$2,616,118
10	**Total Revenue**	**$30,430,046**	**$27,040,463**	**$23,687,606**	**$20,465,005**	**$17,325,498**	**$14,311,581**	**$12,798,706**
11								
12	Lost Revenue	$0	($3,389,582)	($6,742,440)	($9,965,040)	($13,104,548)	($16,118,465)	($17,631,339)
13	*% of Baseline Revenue*	*0%*	*-11%*	*-22%*	*-33%*	*-43%*	*-53%*	*-58%*

Table 5-5: Additional O&M Costs by Stage

Line	A O&M Costs	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	Staffing	$0	$80,000	$80,000	$120,000	$120,000	$120,000
2	Printing/Mailing	$0	$26,000	$26,000	$26,000	$26,000	$26,000
3	Misc Equipment	$0	$10,000	$10,000	$10,000	$10,000	$10,000
4	**Total Costs**	**$0**	**$116,000**	**$116,000**	**$156,000**	**$156,000**	**$156,000**

Table 5-6: Zone 7 Variable Cost Savings by Stage

Line	A Zone 7 Savings	B Baseline	C Stage 1	D Stage 2	E Stage 3	F Stage 4	G Stage 5	H Stage 6
1	Variable Costs	$12,795,669	$11,516,102	$10,236,535	$8,956,968	$7,677,401	$6,397,835	$5,901,661
2	Variable Savings		($1,279,567)	($2,559,134)	($3,838,701)	($5,118,268)	($6,397,835)	($6,894,008)

Table 5-7: Total Drought Costs by Stage

Line	A Drought Cost Calculation	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	Lost Revenue	$3,389,582	$6,742,440	$9,965,040	$13,104,548	$16,118,465	$17,631,339
2	Additional Drought O&M Costs	$0	$116,000	$116,000	$156,000	$156,000	$156,000
3	Zone 7 Savings	($1,279,567)	($2,559,134)	($3,838,701)	($5,118,268)	($6,397,835)	($6,894,008)
4	**Total Drought Cost**	**$2,110,016**	**$4,299,306**	**$6,242,340**	**$8,142,280**	**$9,876,630**	**$10,893,331**

5.3. Drought Rates

The next step after determining the drought costs by stage is evaluating the drought cost recovery mechanism, or drought rate structure, that best meets the needs of the City and its customers. Based on direction provided by City staff, the drought rates were developed as a proportional commodity charge increase to the proposed commodity charges for FY 2024, which allows for the ability of customers to change their water bill, encourages conservation, and promotes affordability.

5.3.1. DROUGHT RATE CALCULATION & PROPOSED DROUGHT RATES

Table 5-8 shows the drought rate percentage calculation. This is calculated by dividing the total drought cost (Line 2) by the total expected commodity revenue excluding the revenue from the allotment usage. This drought rate percentage is then multiplied with the proposed FY 2024 commodity rates (**Table 4-9**) to obtain the proposed commodity drought rates shown in **Table 5-9**. It is important to note that the drought rates are rounded to the nearest cent and therefore may not match hand calculations.

Table 5-8: Drought Rate Percentage Calculation

Line	A Drought Proportion Calculation	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	Total Commodity Revenue less Allotment	$18,196,409	$14,843,551	$11,620,951	$8,481,443	$5,467,526	$3,954,652
2	Drought Cost	$2,110,016	$4,299,306	$6,242,340	$8,142,280	$9,876,630	$10,893,331
3	Drought Rate Percentage	12%	29%	54%	96%	181%	275%

Table 5-9: Proposed FY 2024 Drought Rates

Line	A Drought Rate Schedule	B Stage 1	C Stage 2	D Stage 3	E Stage 4	F Stage 5	G Stage 6
1	Single Family Residential						
2	Tier 1	$0.64	$1.59	$2.95	$5.27	$9.92	$15.12
3	Tier 2	$0.74	$1.86	$3.44	$6.15	$11.58	$17.66
4	Tier 3	$0.80	$2.01	$3.73	$6.66	$12.54	$19.12
5	Tier 4	$0.84	$2.10	$3.89	$6.95	$13.08	$19.94
6	Multi-Family Residential	$0.63	$1.58	$2.94	$5.25	$9.88	$15.07
7	Commercial	$0.65	$1.62	$3.01	$5.38	$10.12	$15.43
8	Industrial	$0.65	$1.62	$3.01	$5.38	$10.12	$15.43
9	Irrigation	$0.75	$1.86	$3.45	$6.17	$11.62	$17.71

5.3.2. CUSTOMER IMPACTS

Figure 5-1 through **Figure 5-3** show the bill impacts at Stage 2 drought for Single Family, Multi-Family, and Commercial customers, respectively. Each graph shows bills using the most common meter size and the median usage for that customer class.

The figures show the impacts in each stage based on the components of the customer bill, which includes the fixed charge by meter size, the commodity charge per ccf of use, and the drought charge per ccf of use. The fixed charge by meter size does not change based on drought stages or water usage. The three stacked bars in each figure show the difference between the baseline scenario (no drought), the drought scenario with commensurate reduction in water use (meaning the customer reduces their water based on the declared drought stage), and the drought scenario without reduction in water use (meaning the customer does not reduce their water use even when a drought stage has been declared).

The figures demonstrate that when the City's customers comply with the recommended water usage reductions as defined by the Water Shortage Contingency Plan, the customer's water bill during a drought will not exceed their baseline water bill. However, if customers do not comply with the recommended water usage reductions, then the impact to their water bill can be significant.

Figure 5-1: Single Family Residential Bill Impacts

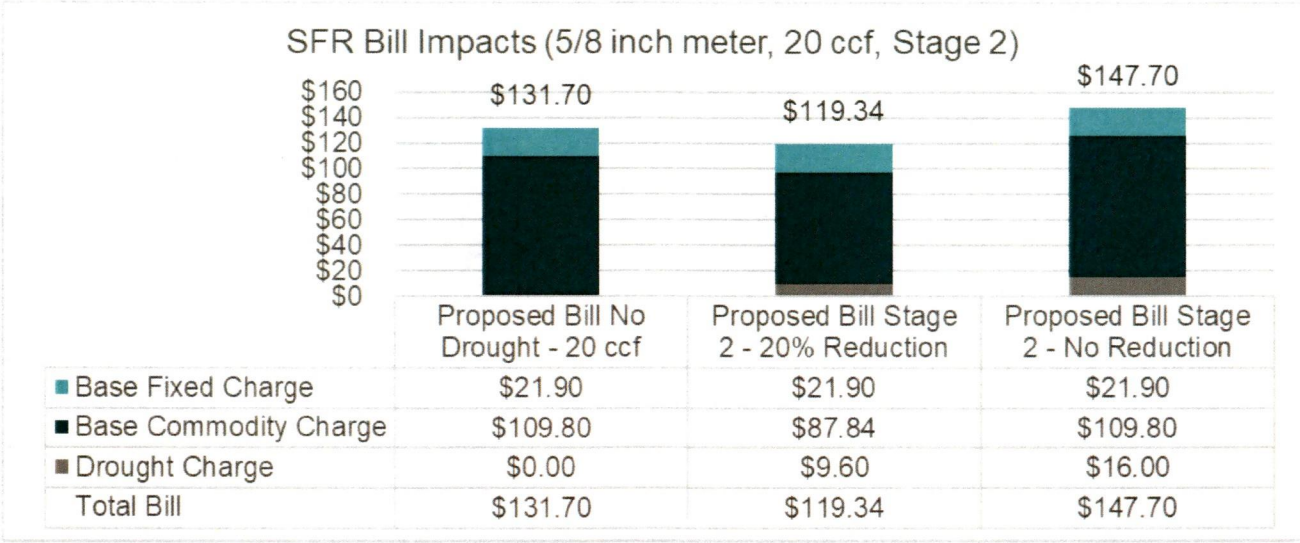
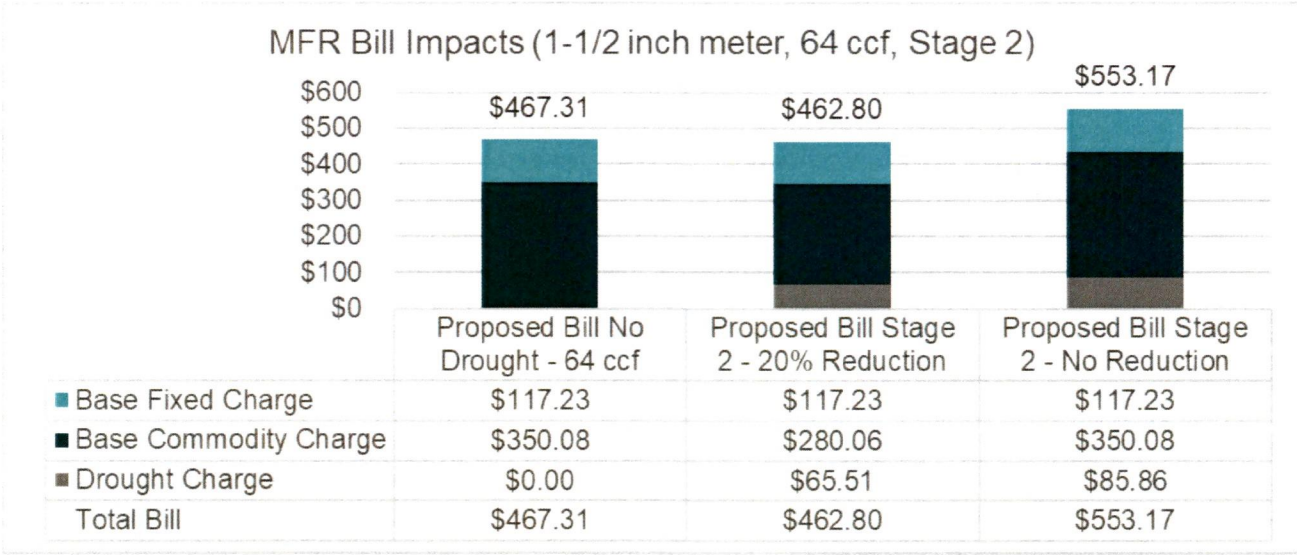
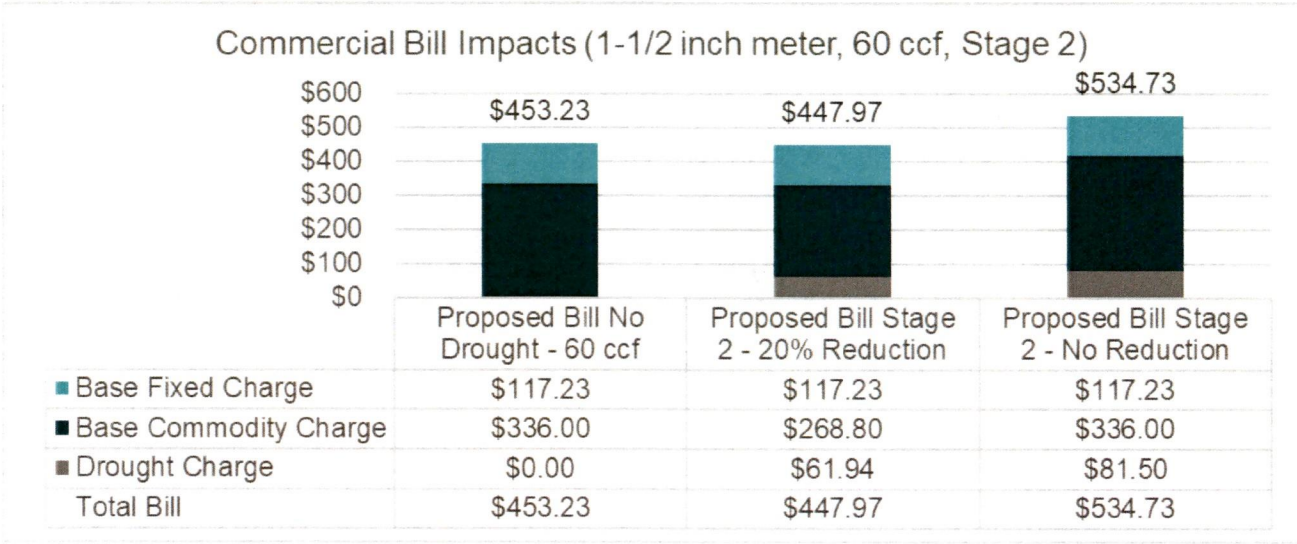


Figure 5-2: Multi-Family Residential Bill Impacts



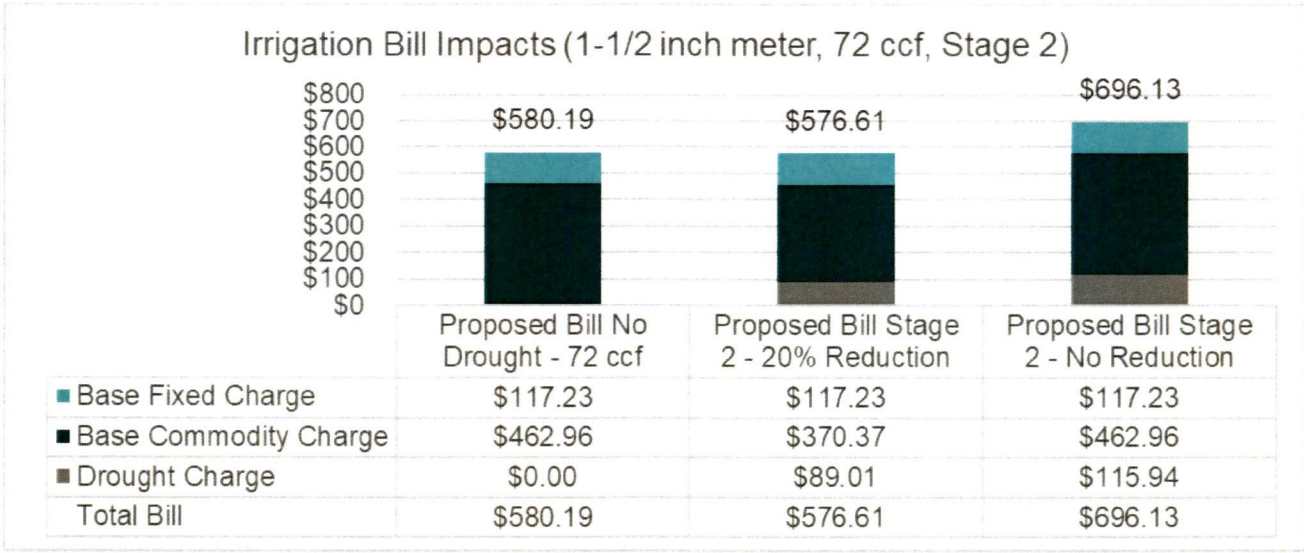
	Proposed Bill No Drought - 64 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$350.08	$280.06	$350.08
Drought Charge	$0.00	$65.51	$85.86
Total Bill	$467.31	$462.80	$553.17

Figure 5-3: Commercial Bill Impacts



	Proposed Bill No Drought - 60 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$336.00	$268.80	$336.00
Drought Charge	$0.00	$61.94	$81.50
Total Bill	$453.23	$447.97	$534.73

Figure 5-4: Irrigation Bill Impacts



	Proposed Bill No Drought - 72 ccf	Proposed Bill Stage 2 - 20% Reduction	Proposed Bill Stage 2 - No Reduction
Base Fixed Charge	$117.23	$117.23	$117.23
Base Commodity Charge	$462.96	$370.37	$462.96
Drought Charge	$0.00	$89.01	$115.94
Total Bill	$580.19	$576.61	$696.13

DROUGHT RATES

As part of the recent water rate study, current drought rates were reviewed and updated. The goal of drought rates is to have users pay for the cost of service for the utility to operate during a drought. There are currently 4 stages of drought rates. The proposed drought rates will have 6 stages that will align with the Water Shortage Contingency Plan that is included in the City's 2021 Urban Water Management Plan.

The proposed drought rates include an bi-monthly water allotment of 10 CcF that is exempt from drought rates for every customer class. For every customer, the drought rate for the first 10 CcF is $0.00, then any CcF above 10 units would be assessed the drought rates when such rates are activated by the City Council. Any usage above 10 CcF allotment will be charged the proposed drought rates which are in addition to the regular consumption rates. The proposed drought rates are calculated as a percent increase to all commodity rates and is shown in the tables below by each stage.

The proposed stages are shown in the table below:

Target Reduction	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
2021 Plan	≤10% (voluntary)	≤20% (voluntary or mandatory)	≤30% (mandatory)	≤40% (mandatory)	≤50% (mandatory)	>50% (mandatory)

Single Family Residential

Drought Stage 1	FY 2024	FY 2025	FY 2026
Tier 1	$0.64	$0.77	$0.87
Tier 2	$0.75	$0.90	$1.01
Tier 3	$0.81	$0.98	$1.10
Tier 4	$0.84	$1.01	$1.14
Multi-Family Residential	$0.64	$0.77	$0.87
Commercial	$0.65	$0.78	$0.88
Industrial	$0.65	$0.78	$0.88
Irrigation	$0.75	$0.90	$1.01

Single Family Residential

Drought Stage 4	FY 2024	FY 2025	FY 2026
Tier 1	$5.28	$6.34	$7.11
Tier 2	$6.16	$7.40	$8.29
Tier 3	$6.67	$8.01	$8.98
Tier 4	$6.96	$8.36	$9.37
Multi-Family Residential	$5.26	$6.32	$7.08
Commercial	$5.38	$6.46	$7.24
Industrial	$5.38	$6.46	$7.24
Irrigation	$6.18	$7.42	$8.32

Single Family Residential

Drought Stage 2	FY 2024	FY 2025	FY 2026
Tier 1	$1.60	$1.92	$2.16
Tier 2	$1.86	$2.24	$2.51
Tier 3	$2.02	$2.43	$2.73
Tier 4	$2.10	$2.52	$2.83
Multi-Family Residential	$1.59	$1.91	$2.14
Commercial	$1.63	$1.96	$2.20
Industrial	$1.63	$1.96	$2.20
Irrigation	$1.87	$2.25	$2.52

Single Family Residential

Drought Stage 5	FY 2024	FY 2025	FY 2026
Tier 1	$9.92	$11.91	$13.34
Tier 2	$11.58	$13.90	$15.57
Tier 3	$12.54	$15.05	$16.86
Tier 4	$13.08	$15.70	$17.59
Multi-Family Residential	$9.89	$11.87	$13.30
Commercial	$10.12	$12.15	$13.61
Industrial	$10.12	$12.15	$13.61
Irrigation	$11.62	$13.95	$15.63

Single Family Residential

Drought Stage 3	FY 2024	FY 2025	FY 2026
Tier 1	$2.95	$3.54	$3.97
Tier 2	$3.45	$4.14	$4.64
Tier 3	$3.73	$4.48	$5.02
Tier 4	$3.89	$4.67	$5.24
Multi-Family Residential	$2.94	$3.53	$3.96
Commercial	$3.01	$3.62	$4.06
Industrial	$3.01	$3.62	$4.06
Irrigation	$3.46	$4.16	$4.66

Single Family Residential

Drought Stage 6	FY 2024	FY 2025	FY 2026
Tier 1	$14.91	$17.90	$20.05
Tier 2	$17.41	$20.90	$23.41
Tier 3	$18.84	$22.61	$25.33
Tier 4	$19.66	$23.60	$26.44
Multi-Family Residential	$14.85	$17.82	$19.96
Commercial	$15.21	$18.26	$20.46
Industrial	$15.21	$18.26	$20.46
Irrigation	$17.46	$20.96	$23.48

THE CITY OF PLEASANTON
CITY OF PLEASANTON
P.O. Box 520
Pleasanton, CA 94566

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HOW TO SUBMIT A PROTEST:

City Council welcomes the public to attend the September 19, 2023 Public Hearing and submit public comments. However, only valid written letters will be counted as formal protests to the proposed City of Pleasanton water and sewer rate adjustment. To be valid, protests must:

- Include a statement that the letter is a protest to the proposed Pleasanton Water and Sewer rates,
- List the assessor's parcel number, Pleasanton Utility Billing account number, or property address,
- The person(s) submitting the protest shall be the Pleasanton Utility Billing Account Holder, and
- State if the person(s) submitting the protest is the property owner and/or the Pleasanton Utility Billing account holder.

Only one protest per property will be counted. Protest letters can be mailed or submitted in person before the close of the Public Hearing. Submissions by email or other electronic means will not qualify as valid written protests. The statute of limitations to challenge rates per Cal. Government Code (GC) §53759 is 120 days from effective date.

Protests must be received at the address below by 5 p.m. on September 19, 2023 or delivered by person at the public hearing at the Operations Services Center at 3333 Busch Rd, Pleasanton before the close of the Public Hearing.

City of Pleasanton
ATTN: City Clerk – Proposed Utility Rates
123 Main Street or P.O. Box 520
Pleasanton, CA 94566

NOTICE OF PUBLIC HEARING

SEPTEMBER 19, 2023 | 7:00 p.m.
Remillard Room | 3333 Busch Rd, Pleasanton, CA 94566.

If you have any questions about the Public Hearing, contact the Pleasanton City Clerk's Office at (925) 931-5027 or pleasantoncityclerk@cityofpleasantonca.gov

QUESTIONS?

For more information about the proposed rates, please call (925) 931-5500 or visit www.PleasantonWater.com.

WHY IS A RATE ADJUSTMENT BEING PROPOSED?

Starting in 2019, an independent rate consultant, Raftelis Financial Consultant, prepared a Cost of Service Study to determine what rates are necessary to ensure there will be adequate funding to complete the City of Pleasanton's planned capital improvement projects, maintain reserve funds, prepare for future State and Federal regulations, and cover the cost of operation, maintenance, construction, and improvement of the City's infrastructure. The rates recommended by this study are the proposed charges outlined in this mailer. To read the complete Cost of Service Study, visit www.PleasantonWater.com.

For more information, please call (925) 931-5500 or visit www.PleasantonWater.com

THE CITY OF PLEASANTON

PUBLIC HEARING NOTICE

Proposed Changes to Your Water, Sewer and Recycled Water Rates and Charges

NOTICE OF PUBLIC HEARING

SEPTEMBER 19, 2023 | 7:00 P.M.

Operations Services Center - Remillard Room | 3333 Busch Rd, Pleasanton, CA 94566

PROPOSED RATE CHANGES

The City of Pleasanton recently concluded comprehensive water and recycled water cost of service studies. The goal of these studies is to assess each utility on a stand-alone basis and evaluate the cost to operate each system. These costs are recovered through each utilities' rates. The studies concluded that rate increases are necessary to support the increased costs of operating the City's water, sewer, and recycled water systems. The rates posted in this notice reflect those increases. A complete listing of the proposed rate changes can also be found on the City website at www.PleasantonWater.com.

A Public Hearing on all the proposed rates and charges is scheduled on Tuesday, September 19, 2023 at 7:00 p.m. during the City Council meeting, at 3333 Busch Rd., Pleasanton, CA. The Council cannot approve the proposed rates if written protests are received from a majority (50% +1) of the affected rate payers by the end of the Public Hearing. Affected ratepayers are those parties directly responsible for paying the proposed rates.

Este remitente contiene información importante sobre un cambio propuesto a las tarifas de agua municipal de Pleasanton. Visite www.PleasantonWater.com para leer sobre ésta comunicación en Español.

BACKGROUND

The City is a water retailer that operates and maintains a water distribution system to deliver water to city residences and businesses for domestic and irrigation uses, as well as for other uses such as firefighting. Alameda County's Zone 7 Water Agency is the Tri-Valley's water wholesaler that procures water from the state and produces water from its regional wells, which it sells to Pleasanton and other Tri-Valley water retailers for distribution. Pleasanton is a unique retailer in that in addition to buying water from Zone 7, it also has an annual groundwater pumping quota of 3,500-acre feet from its own local wells. This 3,500-acre feet is approximately 20-25 percent of all water delivered within Pleasanton. The City does not own and operate a surface water treatment plant.

In late 2022, the State Water Resources Control Board Division of Drinking Water (DDW) issued a General Order, requiring the City to perform testing in all groundwater wells beginning the first quarter of 2023. The three groundwater wells that deliver 20 percent of the City's water supply have not been in operation since November 2022 based on testing for per- and polyfluoroalkyl substances (PFAS). Since that time, the City has been purchasing 100 percent of its water supply through the Tri-Valley's water wholesaler, Zone 7 Water Agency.

WATER SUPPLY AND QUALITY IN PLEASANTON

The City of Pleasanton is committed to providing safe, reliable drinking water and this increase will ensure that funds are in place to consistent water delivery and manage PFAS and other water quality issues. The primary purpose of the immediate rate adjustment is to fund near-term projects that will allow for the delivery of additional water from the Zone 7 Water Agency while a longer-term solution is developed. Revenue from rate adjustments will then be used to ensure the city is prepared in case of an emergency or another drought, conduct vital maintenance, and begin work on longer-term supply alternatives.

While the proposed increase is significant, Pleasanton's rates will remain near the bottom of agencies in the region following this rate adjustment. The City plans to use an array of funding sources for its water supply and quality projects in addition to rate revenue. State and federal funds have been committed to projects that will deliver a solution to PFAS and the City is part of a global settlement with 3M, a company that has been linked to the creation of products with PFAS.

Pleasanton's drinking water has always met or exceeded state and federal drinking water regulations and will continue to do so in the future and the City aims to make investments now that will meet the water needs of the community now and into the future.

For more information on this project, please visit: www.PleasantonPFAS.com

RATES AND CHARGES THAT APPLY TO YOUR WATER BILL

Your water bill consists of a fixed water service charge and variable consumption charges based on the amount of water consumed in a bi-monthly billing period. The following is a brief description of the rate components of a City water bill proposed to increase November 1, 2023. Customers will be notified of all rate changes 30 days in advance of the effective dates.

Fixed Meter Charge

All customers are billed a fixed meter charge based on the size of the water meter. This charge also covers a portion of the operations and systems maintenance costs, such as facility repair and maintenance; daily inspections of water facilities to ensure the health and safety of the water supply; replacement of aging infrastructure and water meters; utility billing; and water conservation and education efforts. This charge is constant regardless of how much water is used. The table to the right shows the proposed water fixed meter charges. There are proposed rate adjustments of 30% effective November 1, 2023, then 20% effective January 1, 2025, and then 12% for the third year beginning January 1, 2026.

The following section presents the components of the consumption rates and charges:

Bi-Monthly Meter Service Charge Pleasanton Fixed	Jan. 2024	Jan. 2025	Jan. 2026
⅝ inch	$4.60	$6.48	$8.32
¾ inch	$5.48	$7.72	$9.91
1 inch	$7.69	$10.83	$13.90
1-½ inch	$13.42	$18.90	$24.25
2 inch	$16.96	$23.88	$30.64
3 inch	$42.55	$59.91	$76.87
4 inch	$72.56	$102.16	$131.08
6 inch	$126.41	$177.98	$228.36
8 inch	$311.76	$438.93	$563.17
10 inch	$488.29	$687.47	$882.05

Zone 7 Water Agency Rates

Zone 7 Water Agency is the City's wholesaler water provider. Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through Zone 7's water rates for the next five years commencing with January 1, 2023. To learn more about Zone 7's rate setting process, visit www.zone7water.com/post/water-rates.

The setting of this rate is not within the control of the City of Pleasanton and is subject to change by Agency (Zone 7). The current Zone 7 rate for Pleasanton customers is $3.93 per 100 cubic feet (CcF) and this is a blended variable rate of Zone 7's fixed and variable rates for the City. The proposed Zone 7 rates will be split between fixed and variable charges.

The proposed Zone 7 fixed charges for Pleasanton customers by meter size is shown on the table below:

Zone 7 Charges	Jan. 2024	Jan. 2025	Jan. 2026
5/8"	$17.30	$18.48	$18.18
3/4"	$25.95	$27.71	$27.25
1"	$47.58	$50.81	$49.97
1-1/2"	$103.81	$110.85	$109.00
2"	$138.41	$147.80	$145.33
3"	$389.29	$415.68	$408.73
4"	$683.41	$729.73	$717.53
6"	$1,211.11	$1,293.19	$1,271.57
8"	$3,027.78	$3,232.98	$3,178.91
10"	$4,757.94	$5,080.39	$4,995.43

Distribution Costs by Customer Type

Most water delivery fees (Distribution Costs) vary, depending upon the peaks in customer demand for water service. There are proposed rate adjustments of 30% effective November 1, 2023, then 20% effective January 1, 2025, and then 12% for the third year beginning January 1, 2026.

Recycled Water Surcharge

The City developed a recycled water program for commercial irrigation water for the area between the Dublin San Ramon Services District (DSRSD) plant located on Johnson Drive and the east and northeast sections of Pleasanton. Recycled water benefits all water users by freeing up potable water being used for irrigation for domestic water usage. The current recycled water rate for all customers except Tier 1 of the single-family residential rates is $0.10 per CcF. The proposed recycled water surcharge is $0.01 per CcF for all potable multi-family, commercial, and irrigation customers and $0.06 per CcF for the single-family residential Tier 4 rates.

Capacity Expansion Surcharge

The City constructed several water related projects in the Vineyard Avenue Corridor Specific Plan area to accommodate an increased demand in water volume by large residential customers. Most of these costs will be repaid through fees paid by new housing development in the area. Since the expansion was also related to the high-water consumption of existing residential water customers city-wide, the current rate is an additional $0.13 per CcF on the single-family residential Tier 4 rates. It was determined that no rate change is needed, and this surcharge will be removed once the Vineyard Corridor Improvement loan is paid off.

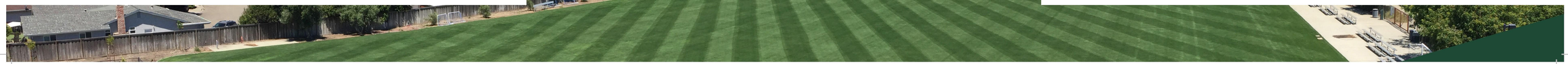
Proposed Consumption Rates

The proposed consumption rates reflect the Zone 7 passthrough rates and the City's consumption charges (distribution costs, recycled water surcharges and capacity expansion charges). The Zone 7 consumption rate includes the remaining portion that isn't covered by the Zone 7 fixed charge. The tables below provide the proposed consumption charges, if adopted, per CcF, or per 748 gallons, of water consumed by type of water customer effective November 1, 2023.

Variable Charges **FY 2024**	Pleasanton	RW Surcharge	Zone 7	Total FY 2024	
Tier 1 (20 ccf)	$2.06	$0.00	$3.43	$5.49	Single Family Residential
Tier 2 (40 ccf)	$2.98	$0.00	$3.43	$6.41	
Tier 3 (60 ccf)	$3.51	$0.00	$3.43	$6.94	
Tier 4 (60+ ccf)	$3.75	$0.06	$3.43	$7.24	
Multi-Family	$2.03	$0.01	$3.43	$5.47	
Commercial	$2.16	$0.01	$3.43	$5.60	
Industrial	$2.16	$0.01	$3.43	$5.60	
Irrigation	$2.99	$0.01	$3.43	$6.43	

Variable Charges **FY 2025**	Pleasanton	RW Surcharge	Zone 7	Total FY 2025	
Tier 1 (20 ccf)	$2.92	$0.00	$3.66	$6.58	Single Family Residential
Tier 2 (40 ccf)	$4.21	$0.00	$3.66	$7.87	
Tier 3 (60 ccf)	$4.96	$0.00	$3.66	$8.62	
Tier 4 (60+ ccf)	$5.30	$0.08	$3.66	$9.04	
Multi-Family	$2.88	$0.01	$3.66	$6.55	
Commercial	$3.06	$0.01	$3.66	$6.73	
Industrial	$3.06	$0.01	$3.66	$6.73	
Irrigation	$4.23	$0.01	$3.66	$7.90	

Variable Charges **FY 2026**	Pleasanton	RW Surcharge	Zone 7	Total FY 2026	
Tier 1 (20 ccf)	$3.75	$0.00	$3.60	$7.35	Single Family Residential
Tier 2 (40 ccf)	$5.40	$0.00	$3.60	$9.00	
Tier 3 (60 ccf)	$6.37	$0.00	$3.60	$9.97	
Tier 4 (60+ ccf)	$6.80	$0.10	$3.60	$10.50	
Multi-Family	$3.70	$0.01	$3.60	$7.31	
Commercial	$3.93	$0.01	$3.60	$7.54	
Industrial	$3.93	$0.01	$3.60	$7.54	
Irrigation	$5.43	$0.01	$3.60	$9.04	



Rates for Recycled Irrigation Water Service

The City purchases and delivers recycled irrigation water to commercial customers in various areas within its service area. The current recycled water rate is based on 90% of the potable irrigation rate. Since the recycled water program is now established, it was determined that the cost of the program be calculated independently. The Recycled Water Program is paying for its debt service and operating costs. The proposed recycled water fixed charge is the same as the potable water fixed charge and is based on meter size. There are proposed rate adjustments of 30% effective November 1, 2023, then 20% effective January 1, 2025, and then 12% for the third year beginning January 1, 2026. The proposed recycled water irrigation variable charges are shown in the table below:

Recycled Water Rate		
Total FY 2024	Total FY 2025	Total FY 2026
$4.29	$6.04	$7.75

RATES AND CHARGES THAT APPLY TO YOUR SEWER BILL

Included on your water bill are bi-monthly sewer charges which include a fee payable to the City of Pleasanton for the maintenance and operation of the local sewer collection system and a regional sewer service charge payable to either DSRSD or the City of Livermore depending on where the account resides within Pleasanton for sewer treatment.

Local sewer service charges are developed to equitably allocate costs to users for asset operation, pay for debt service incurred for the construction of sewer facilities, and to perform the necessary maintenance and repairs (or replacement) of the City's wastewater collection system. The costs also include the labor and pumping charges associated with the collection and pumping of raw sewer to the DSRSD and/or City of Livermore treatment plants.

The local portion of the current City rates represents approximately 33% for DSRSD sewer treatment customers and approximately 18% for Livermore sewer treatment customers of the overall bi-monthly sewer bill. The proposed sewer rates will be for only three years and will be based on the Annual Consumer Price Index (CPI) - All Urban Consumers for the San Francisco-Oakland-Hayward, CA index. The first year of the proposed rates will increase by 5.30% based on CPI and will be effective November 1, 2023 to June 30, 2024.

Sewer - Pleasanton Fixed Charges	FY 2024
Single Family Residential	$29.27
Single Family with 2nd Res	$44.58
Condo	$20.09
Multi Family	$15.31
Commercial	$15.31

Sewer - Pleasanton Variable Charges (CcF)	FY 2024
Commercial	
Auto Steam Cleaning	$1.65
Bakeries	$1.63
Laundry	$1.65
Grocery w/Disposal	$1.58
Mortuary	$1.92
Restaurant Fast	$1.54
Restaurant Full	$1.54
All Other	$1.39
Institutional	
Schools Sub-metered	$1.34
Schools not Sub-metered	$0.88
All Other	$1.39

Pass Through of Future Regional Rate Increases

The City does not own or operate a wastewater treatment plant. Instead a majority of the City's wastewater is treated by DSRSD and an easterly area is treated by City of Livermore. Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through the increases or decreases in DSRSD and City of Livermore wholesale regional sewer treatment charges for the next five years commencing with November 1, 2023.

Structural Changes – Ruby Hill Local Sewer Rates

The City of Pleasanton is required to maintain the collection system within the Ruby Hill project area, which receives treatment from the City of Livermore. No structural changes are being proposed to the Ruby Hill Local Sewer Rates as part of this rate study. Any structural changes to these rates will be addressed in the formal agreement between the City and Livermore. The current and proposed rates are 90% of the Dublin San Ramon Services District and Pleasanton's Sewer Rates.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE (RESOLUTION NO. 92-100) TO REVISE WATER RATES AND CHARGES

WHEREAS, the City of Pleasanton's water utility service is an enterprise fund which pursuant to sound fiscal management practices must be 100% fee-based; and,

WHEREAS, by State law, delivered water is charged at the cost of service so no profit is made by the enterprise; any revenues not expended at the end of the fiscal year are applied to future years' costs; and,

WHEREAS, where Pleasanton water customers pay for the cost of water purchased from the Zone 7 Water Agency (Zone 7), a water wholesaler; pumping water from City groundwater wells; treatment; transportation in pipes and pump stations which must be maintained and replaced; compliance with federal and state water quality standards; and other needed capital improvements and maintenance; and,

WHEREAS, water rates and charges must be adjusted to reflect cost increases to date for the purchase of water from Zone 7, as well as include a provision to increase rates to pass-through annually any future Zone 7 water cost increases beginning November 1, 2023, and for the next three (3) years ending December 31, 2026, upon notice to customers as required by law; and,

WHEREAS, water rates and charges must be adjusted to reflect City operational cost increases to date and include a provision to increase rates in the future based on the water rate study compiled by Raftelis Financial Consultants; and,

WHEREAS, drought/water shortage rates must be updated and adjusted to have six stages aligning with the Water Shortage Contingency Plan included in the City Council's recently adopted 2021 Urban Water Management Plan; and,

WHEREAS, the drought/water shortage rates include a bi-monthly water allotment of 10 Hundred Cubic Feet (CcF) that is exempt from the drought rate surcharge for every customer class; and,

WHEREAS, the discounts provided to seniors over the age of 65 remain at a 20% discount, and qualified low-income persons to remain at a 30% discount with a maximum usage of 30 CcF (units) or less; and,

WHEREAS, as provided by Pleasanton Municipal Code section 14.04.070, water rates and charges including potable and recycled water rates shall be specified in the Master Fee Schedule.

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

SECTION 1. The Master Fee Schedule (Resolution No. 92-100) provisions regarding water rates, fees, and charges are hereby amended as set forth in Exhibit A,

attached hereto and incorporated herein by reference.

SECTION 2. That the City of Pleasanton approves the pass-through of Zone 7 Water Agency wholesale treated water rates to its customers.

SECTION 3. That the pass-through of Zone 7 Water Agency wholesale treated water rates to its customers is effective immediately and shall end on the next effective date for the pass-through as approved by Council action.

SECTION 4. That the water rates and charges, including the drought/water shortage rates, are adjusted for the next two (2) years ending December 31, 2026, based on the applicable rate tables in the water rate study compiled by Raftelis Financial Consultants and the Public Hearing notice. The Master Fee Schedule will be amended annually for the next two (2) years.

SECTION 5. This resolution shall become effective upon its passage and adoption and shall be operative on September 19, 2023.

SECTION 6. City Clerk shall certify to 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 meeting held on September 19, 2023.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a meeting held on September 19, 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

CITY OF PLEASANTON
MASTER FEE SCHEDULE

WATER RATES, FEES, AND CHARGES

Eff. 11.01.2023

A. Water Rates & Charges

Consumption Charges *(bi-monthly)* **PMC 14.04.070** — Eff. 11.01.2023

1 CCF = 100 cubic feet = 748 gallons		Zone 7 [1]	Distribution	Recycled Water Surcharge	Vineyard Corridor Improvements	Total per Ccf
Single Family Individually Metered	0 - 20 Ccf	$3.43	$2.06			$5.49
	21 - 40 Ccf	$3.43	$2.98			$6.41
	41 - 60 Ccf	$3.43	$3.51			$6.94
	over 60 Ccf	$3.43	$3.75	$0.06	$0.13	$7.37
Multifamily		$3.43	$2.03	$0.01		$5.47
Commercial/Industrial		$3.43	$2.16	$0.01		$5.60
Potable Irrigation		$3.43	$2.99	$0.01		$6.43
Recycled Irrigation						$4.29

Water Service Charge *(bi-monthly) Effective January 1, 2024*

Meter Size	Charge (Pleasanton)	Charge (Zone 7)		Meter Size	Charge (Pleasanton)	Charge (Zone 7)
5/8 "	$4.60	$17.30		3"	$42.55	$389.29
3/4 "	$5.48	$25.95		4"	$72.56	$683.41
1 "	$7.69	$47.58		6"	$126.41	$1,211.11
1.5 "	$13.42	$103.81		8"	$311.76	$3,027.78
2 "	$16.96	$138.41		10"	$488.29	$4,757.94

(1) - Increased by pass-through of Zone 7 rate increases as they occur.

Rate payers will be notified 30 days prior to any increase taking effect.

Annual Backflow Prevention Device Administration Charge *Res 18-1015*	$60

Single Family Residential Discounts

Available on single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.

20% - Senior Citizens (65 or older)
30% - Low Income Families (who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline)

******DISCOUNTS SHALL NOT BE ADDITIVE******

Initial Service Fee		
During business hours (before 4:30 p.m.)		$15
After business hours, weekends, and holidays		$85
Disconnect/Turn-off Fee		
Account in shut-off status for non-payment (payment not received by 8:00 a.m. deadline)	1st time within 6 months	$85
	2nd time within 6 months	$105
	3rd time within 6 months	$145
Reconnection Fee		
During regular business hours (contacting the City between 8:00 a.m. and 3:00 p.m.)		$15
After hours (see above), weekends, and holidays	1st time within 6 months	$85
	2nd time within 6 months	$105
	3rd time within 6 months	$145
During regular business hours (contacting the City between 8:00 am and 3:00 pm)	$75.00 per hour plus cost of materials	
After hours (see above), weekends, and holidays	$100.00 per hour plus cost of materials	

CITY OF PLEASANTON
MASTER FEE SCHEDULE

Administrative Cost Recovery	
Interactive Voice Recording (IVR) fee	$10
Returned Check Fee	$25
Hydrant Meter Deposits	
Potable Water Hydrant Meter Deposit	
3/4" Hydrant Meter & Backflow Assembly	$1,500
3" Hydrant Meter & Backflow Assembly	$4,000
Recycled Water Hydrant Meter Deposit	
3" Recycled Hydrant Meter	$2,500.00
Residential Construction Water Unit Cost	
For units that will be individually metered	$25

B. Water Meter & Installation Fees

Eff. 07.01.2022

The Director of Operations and Water Utilities, or designee, shall publish periodically the fees or fee formula for water service installation by the City. The published fee or formula shall reflect the estimated actual cost to the City.

	Meter Size	Fee	Meter Size	Fee
Current fees effective 7/01/22	3/4" (short) Diehl	$452.99	2" Kamstrup (17" lay length)	$1,225.10
	3/4" (long) Diehl	$477.83	3" EVO Q4	$3,431.31
	1" Kamstrup	$613.37	4" EVO Q4	$3,977.47
	1 1/2" Kamstrup	$1,036.40	6" EVO Q4	$6,924.99
	2" Kamstrup (15 1/4" lay length)	$1,167.87	8" EVO Q4	$9,861.51

C. Water Drought/Water Shortage Rates (2)

Drought/water shortage rates are added to the current rates shown in Section A, at the time the drought state is declared

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Single Family						
0 - 20 Ccf	$0.64	$1.60	$2.95	$5.28	$9.92	$14.91
21 - 40 Ccf	$0.75	$1.86	$3.45	$6.16	$11.58	$17.41
41 - 60 Ccf	$0.81	$2.02	$3.73	$6.67	$12.54	$18.84
over 60 Ccf	$0.84	$2.10	$3.89	$6.96	$13.08	$19.66
Multi-Family	$0.64	$1.59	$2.94	$5.26	$9.89	$14.85
Commercial	$0.65	$1.63	$3.01	$5.38	$10.12	$15.21
Industrial	$0.65	$1.63	$3.01	$5.38	$10.12	$15.21
Irrigation	$0.75	$1.87	$3.46	$6.18	$11.62	$17.46

(2) - Rate payers will be notified 30 days prior to any increase taking effect.

ATTACHMENT 4

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE (RESOLUTION NO. 92-100) TO REVISE SEWER RATES AND CHARGES

WHEREAS, pursuant to sound fiscal management practices the fees, rates and charges for providing sanitary sewer services must provide for the recovery of all local and regional costs incurred by the City, Dublin San Ramon Services District (DSRSD), and City of Livermore in providing such sewerage services, including capital, operational, maintenance, administration, maintenance, monitoring and replacements costs pursuant to Municipal Code§ 15.20.30; and,

WHEREAS, fees, rates, and charges are to be increased or decreased annually, on an automatic basis, without requirement for further City Council action based on: (a) the change in the Consumer Price Index (CPI) as applied to local sewer rates and charges imposed by the City, beginning November 1, 2023, for the next three (3) years ending December 31, 2026, upon notice provided to customers as required by law; and,

WHEREAS, the City does not own or operate a wastewater treatment plant; instead, a majority of the City's wastewater is treated by DSRSD and the remaining area is treated by the City of Livermore; and,

WHEREAS, Government Code §53756 (AB 3030 [2008]) permits the City to automatically pass-through increases or decreases in the DSRSD and City of Livermore wholesale regional sewer treatment charges and,

WHEREAS, whenever DSRSD or the City of Livermore increase their respective regional sewer rates that apply to Pleasanton customers, the City will notify its customers 30 days prior to such automatic adjustments taking effect; and,

WHEREAS, local sewer discounts provided to residents over the age of 65 are to remain at a 20% discount, and qualified low-income persons are to remain at a 30% discount with the maximum usage to remain the same at 30 CcF a billing cycle; and,

WHEREAS, as provided by Pleasanton Municipal Code section 15.20.180 sewer rates and charges shall be specified in the Master Fee Schedule.

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

SECTION 1. The Master Fee Schedule (Resolution No. 92-100) provisions regarding sewer rates, fees, and charges are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. That the City of Pleasanton approve the pass-through of DSRSD and the City of Livermore regional sewer rates to its customers.

SECTION 3. That the pass-through of DSRSD and the City of Livermore regional sewer rates to its customers is effective immediately and shall end on the next effective date for the pass-through as approved by Council action.

SECTION 4. This resolution shall become effective upon its passage and adoption and shall be operative on September 19, 2023.

SECTION 5. City Clerk shall certify to 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 meeting held on September 19, 2023

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a meeting held on September 19, 2023, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

CITY OF PLEASANTON
MASTER FEE SCHEDULE

X. SEWER RATES, FEES, AND CHARGES

A. Sewer Rates & Charges

Eff 11.01.23

User Charges - Bimonthly			
Residential (rate per dwelling unit):	Local [1] *effective 11/1/23*	Regional-DSRSD [2] *effective 07/01/23*	Total
Single-Family/Townhome	$29.27	$58.22	$87.49
Condominium	$20.09	$44.15	$64.24
Multifamily/Secondary Unit	$15.31	$44.15	$59.46
	effective 11/1/23	Livermore [3]	Total
Single-Family - Ruby Hill	$26.34	$122.81	$149.15

Single-Family Residential Discounts:

The following discounts are available on the City of Pleasanton Local portion ONLY for a single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.

20% - **Senior Citizens** (65 or older)

30% - **Low Income Families** who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline

DISCOUNTS SHALL NOT BE ADDITIVE

Commercial:	Billing Units	Pleasanton [1] *effective 11/1/23*		
- All commercial accounts are billed based on water consumption which varies by season and type of usage.				
- Commercial customers are subject to a minimum bi-monthly charge equivalent to the charge for a multiple-family residential customer				
Auto Steam Cleaning	up to 16 Ccf	$15.31		
	each add'l Ccf	$1.65		
Bakeries	up to 6 Ccf	$15.31		
	each add'l Ccf	$1.63		
Commercial Laundries	up to 16 Ccf	$15.31		
	each add'l Ccf	$1.65		
Groceries w/Garbage Disposals	up to 6 Ccf	$15.31		
	each add'l Ccf	$1.58		
Mortuaries	up to 16 Ccf	$15.31		
	each add'l Ccf	$1.92		
Restaurants (Fast Food)	up to 8 Ccf	$15.31		
	each add'l Ccf	$1.54		
Restaurants (Full Service)	up to 8 Ccf	$15.31		
	each add'l Ccf	$1.54		
All Other	up to 16 Ccf	$15.31		
	each add'l Ccf	$1.39		
Instituational:				
Schools (sub-metered)	Ccf	$1.34		
Schools (not sub-metered)	Ccf	$0.88		
All Other	Ccf	$1.39		

CITY OF PLEASANTON
MASTER FEE SCHEDULE

Industrial, Demand Users, and Septage Haulers:				
Internal Filter Backwash		Please contact OSD for the rate		
Treatment	MGD			
BOD	Lb/Day			
SS	Lb/Day			
Connection	Each			
Reverse Osmosis Rejection Water				
Disposal	MG			
Industrial				
Less than 1,000 mg/L	ccf			
1,000 to 1,500 mg/L	ccf			
Greater than 1,500 mg/L	ccf			
Septic Haulers	gallon			

Commercial:	Billing Units	DSRSD [2] *effective 7/1/23*		
- All commercial accounts are billed based on water consumption which varies by season and type of usage. The residential customer				
Less than or equal to 300 mg/L	up to 13 Ccf	$44.15		
	each add'l Ccf	$3.29		
Between 300 and 450 mg/L	up to 11 Ccf	$44.15		
	each add'l Ccf	$4.20		
Between 450 and 600 mg/L	up to 9 Ccf	$44.15		
	each add'l Ccf	$5.12		
Between 600 and 750 mg/L	up to 7 Ccf	$44.15		
	each add'l Ccf	$6.03		
Between 750 and 900 mg/L	up to 6 Ccf	$44.15		
	each add'l Ccf	$6.94		
Between 900 and 1,050 mg/L	up to 6 Ccf	$44.15		
	each add'l Ccf	$7.85		
Greater than 1,050 mg/L	up to 7 Ccf	$44.15		
	each add'l Ccf	$0.00		

THE CITY OF PLEASANTON

Pleasanton Water Rates/Public Hearing Notice

Frequently Asked Questions

Q: **Why do Pleasanton's water rates need to be increased so much?**
A: The City of Pleasanton is committed to providing safe, reliable drinking water and this increase will ensure that funds are in place to manage a variety of water supply and quality issues. The primary purpose of the immediate rate adjustment is to fund near-term projects that will allow for the delivery of additional water from Zone 7 to reduce reliance on Pleasanton's groundwater wells while a longer-term solution to PFAS is developed and implemented.

Rates have only been adjusted for inflation since 2011, except for 2017, 2020, 2021, and 2022 when there weren't any increases at all. These inflationary increases do not account for capital projects such as infrastructure repairs and improvements.

The City understands that the proposed rate increase is significant, but after years of minimal or no increases, the current rates simply aren't enough to address critical issues such as PFAS and aging infrastructure.

Q: **Why doesn't the City wait to increase water rates until a PFAS solution is selected?**
A: The proposed rate increases will fund near-term projects, allow for several maintenance and repair projects, and replenish the Water Enterprise reserve funds. The many years with no, or minimal, rate adjustments have caught up with the Water Enterprise fund and now require more significant increases. While a portion of the revenue generated from the proposed rate increases is earmarked to begin the design of a long-term PFAS solution, a majority of the revenue is slated for current projects, not the long-term PFAS solution.

Following the selection of a long-term PFAS solution this fall and the completion of the Water System Master Plan later this year, the City will begin work on another water rate study that will focus on these future and long-term projects.

Q: **What will the revenue from the proposed rate increase pay for?**
A: The proposed water rate increase is intended to accomplish several critical outcomes:

- Immediate/near-term essential system upgrades, including pipe expansion projects (Stoneridge Drive, Bernal Avenue and Sunol Boulevard) and a temporary booster pump that are underway.

- Funding to plan for the water supply alternative project design work – $2 million/year is budgeted toward a local solution for the 3,500-acre feet of groundwater the City is currently purchasing from Zone 7.
- Funding to pay for the additional purchase of water from Zone 7 over the next 2-3 years, while the water supply alternative is constructed.
- Augmented staffing with three positions to manage, plan, and implement solutions for the water distribution system.
- Replenishing the Water Enterprise Fund reserve to meet the policy target of 35 percent in Fiscal Year 2025/26 and restoring the enterprise fund's financial position to maintain adequate debt coverage that allows the City to resolve the water supply alternative project and projects identified in the Water System Master Plan.

Q: **The Public Hearing Notice format is difficult to use, especially the tables. Can you clarify this information?**

A: We recognize that the tables may be confusing. The "Rates and Charges That Apply to Your Water Bill" tables are on the top and bottom of the column to the right of the explanation on the Public Hearing Notice. The table at the top of the column represents Pleasanton's fixed meter charges and the table at the bottom of the column represents Zone 7's fixed charges. This also applies to the "Proposed Consumption Rates" tables on page 3. The tables on the right column represent the new proposed consumption rates.

The Variable Charges tables on page 3 refer to the charges that customers will pay for their water usage, which is dependent on how much water they use each billing cycle. The tables on page 2 are fixed charges that all customers pay regardless of how much water they use.

Q: **How do I find current rates? They don't appear on the notice.**

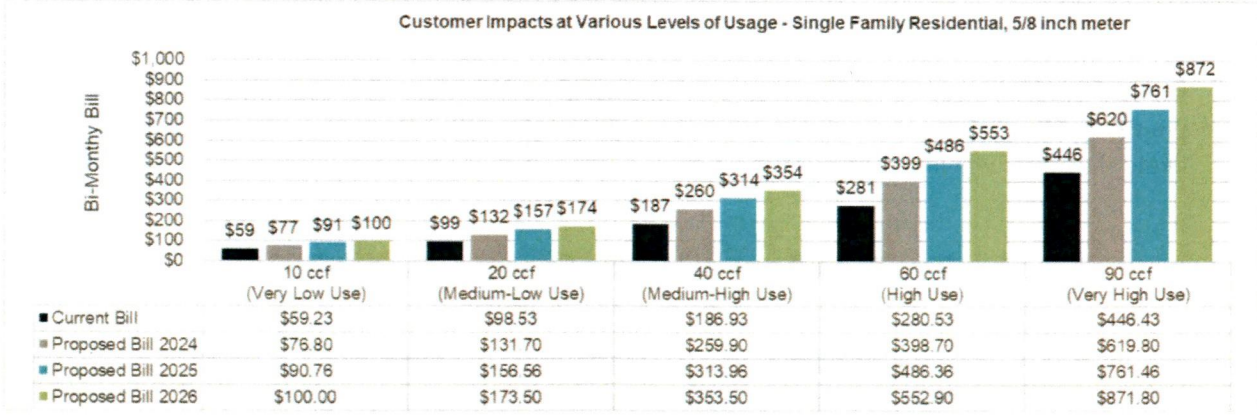
A: Current rates can be found on the City's website. You can also find an example of a current single-family residential bill and a single-family residential bill with the proposed rate changes on the City's New Proposed Water Rates webpage. The Public Hearing Notice has specific and limited information requirements, so we created webpages that provide additional information.

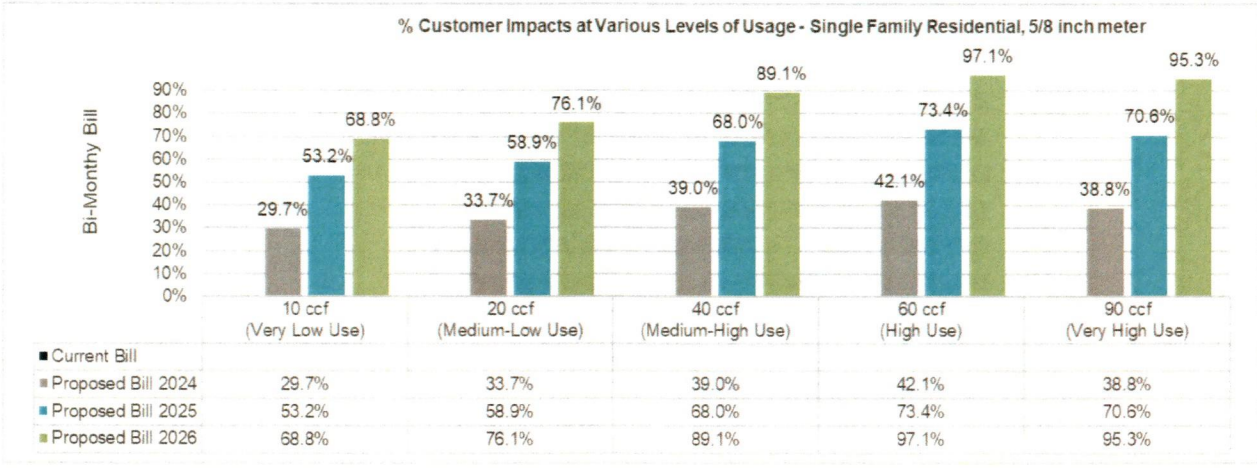
Q: **How much will my bill go up?**

A: The bimonthly (every two months/billing cycle) increase the average single-family residence using 10 ccf per month (20 ccf per two-month billing cycle) can expect to see is $33 (bimonthly) in the first year, $25 (bimonthly) the second year, and $17 (bimonthly) the third year of the proposed rate increases.

As part of the overall rate recalibration recommended by the water rate study, the first-year increase for the average single-family residence is about $33 per billing cycle (every 2 months), which equates to an approximately 30% increase in the water portion of a utility bill, or about a 13% increase to the overall utility bill. This is the case for approximately 55% of single-family residential customers.

Below are two charts that demonstrate the proposed cost and percentage adjustments for the total water portion of single-family residential utility bills for the next three years. Note these charts reference changes in cost per billing cycle (every 2 months).





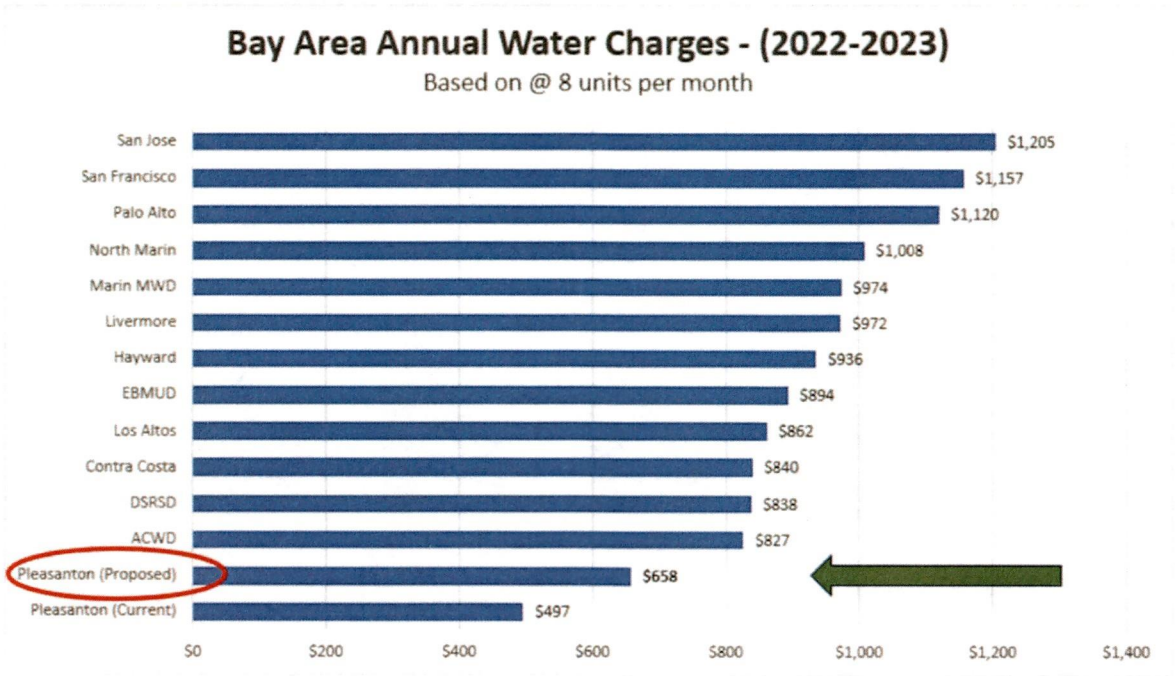
Q: **Different rate components look like they are being adjusted different amounts. Where does the 30% increase come from?**

A: There are several components to the water rates on **current** utility bills, including usage-based charges for both Zone 7 Water Agency and Pleasanton, in addition to one fixed meter charge. The **proposed** rates will include usage-based fees for both Zone 7 Water Agency and the City of Pleasanton, in addition to fixed meter fees for both agencies. When looking at individual components of the proposed rates, some changes are significant.

The current Pleasanton distribution rate (listed as "Pleasanton Water Var Charge" on line 2 of current utility bills) does not sufficiently cover the cost of delivering water to our 22,000 customers and maintaining the distribution system. While this rate is changing significantly, it's because we're shifting costs from fixed meter charges (listed as "Pleasanton Fixed Water" Charge on line 1 of current utility bills) which are decreasing significantly. Focusing on only specific components of the proposed rate increase gives an incomplete view and understanding of the overall rate adjustment that was recommended in the water rate study.

Q: **The notice states that Pleasanton's rates will remain near the bottom of nearby agencies following the rate increase. Where can I find a chart with comparable rates?**
A: A chart with comparable rates throughout the area is available on page 4 and page 14 of the July 18, 2023 City Council meeting agenda report in which the new rates were presented to City Council. This chart can be found at this link or viewed below.

Comparing Pleasanton's 2026 rates to other agencies' 2023 rates is not comparing like values as we cannot know how other agencies' rates will change in the upcoming years, although it is likely that they will increase over this time.



Q: **The notice indicates two different rate increase effective dates. Which is correct?**
A: The water usage rate adjustments for the Zone 7 Water Agency and Pleasanton Distribution is proposed to go into effect on November 1, 2023 as stated in the text. The fixed meter charges will go into effect January 1, 2024, as stated in the table header on page 2 of the Public Hearing Notice.

Proposed Water Rate schedule:
Year 1: November 1, 2023 - December 31, 2024 (variable rate charges)
January 1, 2024 - December 31, 2024 (fixed meter charges)
Year 2: January 1, 2025 - December 31, 2025
Year 3: January 1, 2026 - December 31, 2026

Proposed Sewer Rate schedule:
Year 1: November 1, 2023 - June 30, 2024
Year 2: July 1, 2024 - June 30, 2025
Year 3: July 1, 2025 - June 30, 2026

Q: **Are "variable charges" the same as "consumption rates"? There is a line item on my bill for "Pleasanton Water Var Charge" that has no associated cost. This is very confusing.**
A: We recognize that this issue is very complicated, with many unfamiliar terms that may be difficult to understand.

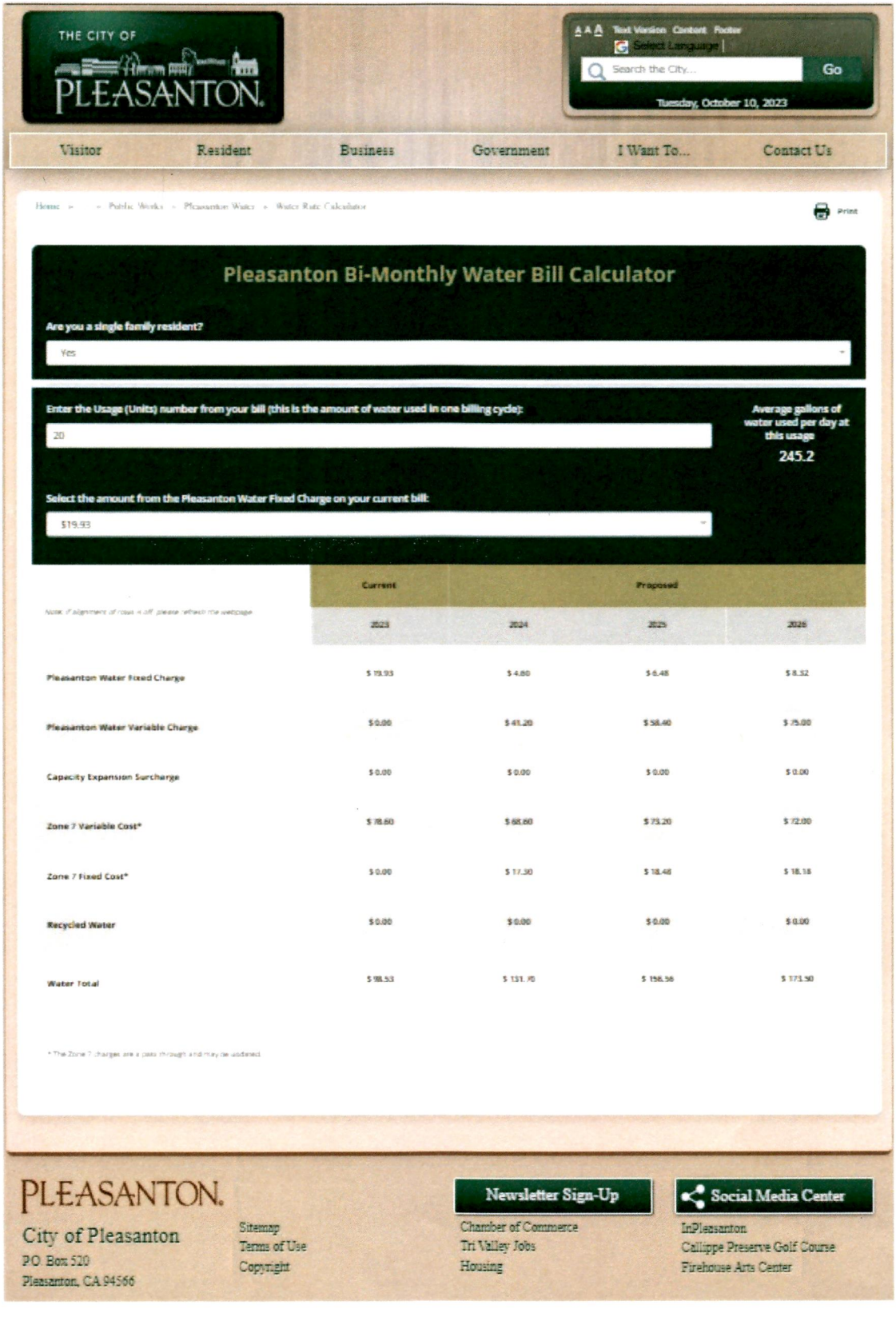
The proposed variable charges refer to consumption rates. Currently, single-family residential customers receive the first 20 ccf (100 cubic feet) per billing cycle at no charge from the City, which is why there has been no "Pleasanton Water Var Charge" on many customers' bills. The proposed rate structure will charge each customer for the total amount of water they use in each billing cycle. If the proposed rates are approved, the fees for your water usage will appear in this line. You can see an example of this on the current and proposed water bills on the City's New Proposed Water Rates webpage.

Q: **Some of the information about new rates references ccf and some refer to tiers. How can I determine my new charges?**
A: The "Pleasanton Water Var Charge" fee is calculated by usage within each tier for single-family residential customers. Households that use 20 ccf or less of water each billing cycle will be charged fees based on the Tier 1 row of the Variable Charges FY 2024. For example, if you use 5 ccf of water per billing cycle, the "Pleasanton Water Var Charge" fee will be $5.49 x 5, or $27.45. There are three tables, one for each year of the proposed rates. The top table has rates for the first year, with additional tables for 2025 and 2026. These tables can be found on the Public Hearing Notice.

Q: **I'm currently not charged for a Zone 7 consumption rate. Will the proposed charge be calculated by ccf or by tier? Is this charge fixed or will it decrease when we start using our wells again?**
A: Currently, the "Zone 7 Cost" shown on your bill is a consumption charge per ccf – there is a charge for every ccf that customers use. The proposed rates will include a fixed meter charge for Zone 7 and a consumption charge for water used. You can see an example of this on the current and proposed water bill examples on the New Proposed Water Rate webpage.

ATTACHMENT 4

Water Rate Calculator that is currently available on the City of Pleasanton website



THE CITY OF PLEASANTON

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Home > ... > Public Works > Pleasanton Water > Water Rate Calculator

Print

Pleasanton Bi-Monthly Water Bill Calculator

Are you a single family resident?

Yes

Enter the Usage (Units) number from your bill (this is the amount of water used in one billing cycle):

20

Average gallons of water used per day at this usage

245.2

Select the amount from the Pleasanton Water Fixed Charge on your current bill:

$19.93

	Current	Proposed		
	2023	2024	2025	2026
Pleasanton Water Fixed Charge	$ 19.93	$ 4.80	$ 6.48	$ 8.32
Pleasanton Water Variable Charge	$ 0.00	$ 41.20	$ 58.40	$ 75.00
Capacity Expansion Surcharge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Zone 7 Variable Cost*	$ 78.60	$ 68.60	$ 73.20	$ 72.00
Zone 7 Fixed Cost*	$ 0.00	$ 17.30	$ 18.48	$ 18.18
Recycled Water	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Water Total	$ 98.53	$ 131.90	$ 156.56	$ 173.50

* The Zone 7 charges are a pass through and may be updated.

PLEASANTON
City of Pleasanton
PO Box 520
Pleasanton, CA 94566

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Pleasanton Water Rates/Public Hearing Notice

Frequently Asked Questions

Q: **Why do Pleasanton's water rates need to be increased so much?**
A: The City of Pleasanton is committed to providing safe, reliable drinking water and this increase will ensure that funds are in place to manage a variety of water supply and quality issues. The primary purpose of the immediate rate adjustment is to fund near-term projects that will allow for the delivery of additional water from Zone 7 to reduce reliance on Pleasanton's groundwater wells while a longer-term solution to PFAS is developed and implemented.

Q: **Why doesn't the City wait to increase water rates until a PFAS solution is selected?**
A: The proposed rate increases will fund near-term projects, allow for several maintenance and repair projects, and replenish the Water Enterprise reserve funds. The many years with no, or minimal, rate adjustments have caught up with the Water Enterprise fund and now require more significant increases. While a portion of the revenue generated from the proposed rate increases is earmarked to begin the design of a long-term PFAS solution, most of the revenue is slated for current projects, not the long-term PFAS solution.

Following the selection of a long-term PFAS solution this fall and the completion of the Water System Master Plan later this year, the City will begin work on another water rate study that will focus on these future and long-term projects.

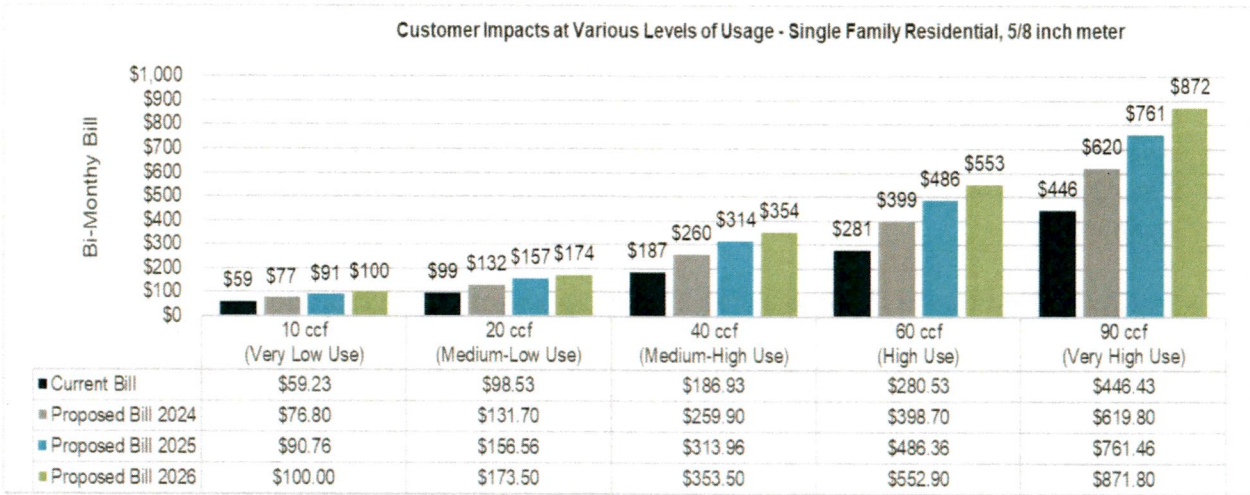
Q: **How do I find current rates?**
A: Current rates can be found on the City's website. You can also find an example of a current single-family residential bill and a single-family residential bill with the proposed rate changes on the City's New Proposed Water Rates webpage. You can use the City's Water Bill Calculator to view examples of what your bill will be if the proposed rates are approved.

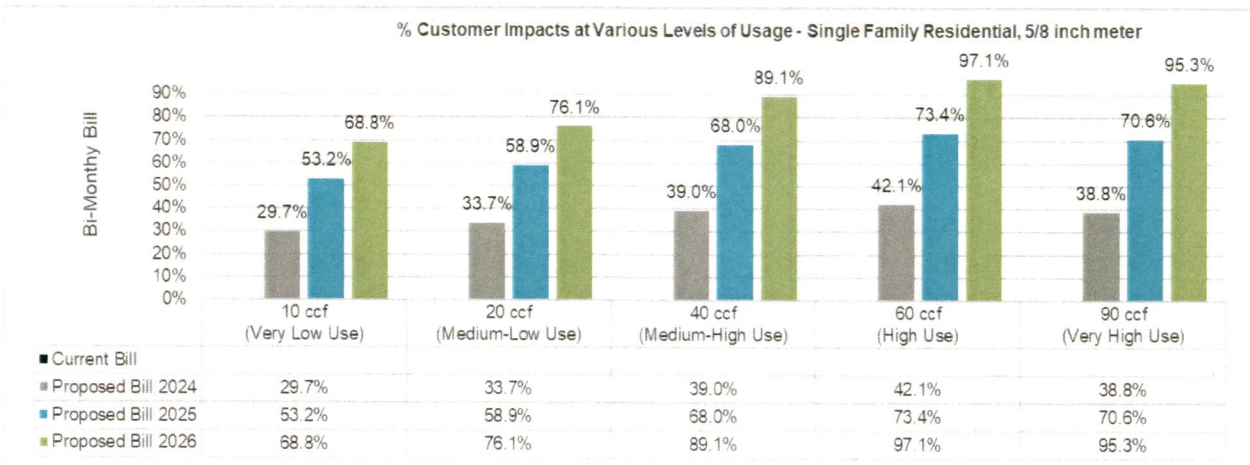
Q: **How much will my bill go up?**
A: The bimonthly (every two months/billing cycle) increases for the average single-family residence using 10 ccf per month (20 ccf per two-month billing cycle) can expect to see a $33 increase in the first year, a $25 increase the second year, and a $17 increase the third year of the proposed rate increases. Use the City's Water Bill Calculator to see how your bill will be affected if the proposed rate increases are approved.

There are several components to the water rates on your **current** utility bill, including usage-based charges for both Zone 7 Water Agency and Pleasanton, in addition to a fixed meter charge. The **proposed** rates will include usage-based fees for both Zone 7 Water Agency and

the City of Pleasanton, in addition to fixed meter fees for both agencies. Some individual components are increasing more than 30% while others are decreasing. However, as part of the overall rate structure recalibration, the increase the water portion of the bill as a whole for the average single-family residence is about $33 per billing cycle (every 2 months), which equates to an approximately 30% increase in the water portion of your utility bill.

Below are two charts that demonstrate the proposed cost and percentage adjustments for the total water portion of single-family residential utility bills for the next three years. Note these charts reference changes in cost per billing cycle (every 2 months).





Q: **What do each of the charges on my bill pay for?**

A:

- **Pleasanton Water Fixed charge:** This fixed charge is based on the size of your meter and covers the operating expense of pumping and distributing water to your residence.
- **Pleasanton Water Variable charge:** Variable charges are measured in Ccf (Hundred Cubic Feet) and calculated using a tiered rates system that is designed to promote water conservation. Pleasanton Water Variable charges fund such items as water facility repair and maintenance, daily health and safety inspections, and the replacement of aging

infrastructure, and is used to ensure proper funding levels in the Water Enterprise Reserve Fund.

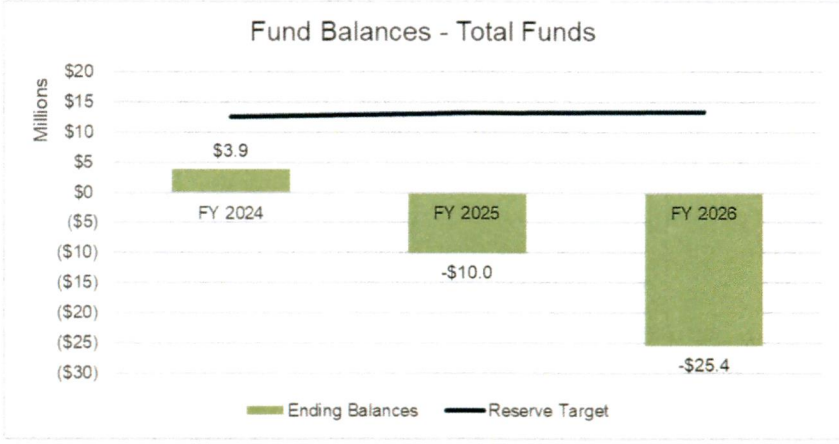
- **Capacity Expansion Surcharge:** This charge covers the costs incurred by improvements resulting from the Vineyard Avenue Corridor Specific Plan to accommodate increased demand by residential users and is applied to Tier 4 which is 60 or more CcF a billing cycle.
- **Zone 7 Variable Cost:** Covers the cost of service which includes the cost of water purchased from the City's wholesale water supplier, Zone 7 Water Agency, and covers a portion of Zone 7's fixed charges to the City.
- **Zone 7 Fixed Cost:** This fixed charge is based on the size of your meter and covers a portion of Zone 7's fixed charges to the City.
- **Recycled Water Surcharge:** Funds the City of Pleasanton's recycled water commercial irrigation program. Recycled water benefits all water users by freeing up potable water capacity for domestic water usage and is applied to the Single-Family Residential customers in Tier 4.

Q: **What will the revenue from the rate increase pay for?**
A: The rate increase aims to accomplish:

- Funding for immediate/near-term essential system upgrades, i.e., pipe expansion projects and a temporary booster pump that are already moving forward and which became necessary when the City shut down the PFAS-contaminated wells and to purchase more water from the Zone 7 Water Agency,
- Funding to plan for the water supply alternative project design work (approximately $2M/year is budgeted for that work),
- Funding for up to 3 additional staff to manage, plan, and implement solutions for the water system in addition to planning for current and future needs. The City operates many pumps and over 300 miles of pipes. To address the needs of this core service, the water program needs to increase staffing levels.
- Funding to pay for the additional cost that is incurred by buying all of Pleasanton's water supply from Zone 7 for the next 2-3 years, and
- Funding to replenish the Water Enterprise Fund Reserve which will put the City in a financial position to address the water supply project and the water master plan projects. The enterprise fund is headed towards insolvency, and waiting longer makes it even more complicated and expensive to finance PFAS-related projects and other system improvements.

Q: **What if we don't increase rates?**
A: If we do not increase rates, Pleasanton's water fund will be **$25M in debt** by 2026. The solid line on this image below is the Water Enterprise Fund reserve target (about $13M) to ensure we have funding to address emergencies and remain financially stable.

Following the shutdown of Pleasanton's local groundwater wells, the City began purchasing 100% of our water from Zone 7 and is working to make infrastructure improvements (expanding pipes and installing a temporary pump) to get water into the system without using those wells. If rates aren't increased now, these costs will compound into a $25 million debt.



Q: **What if we require single-family residents to pay for the first 20 CcF of water, but don't increase water rates?**
A: If the City charges the Pleasanton Water Variable Charge to all water used by customers (no longer providing the first 20 CcF of water with no Pleasanton Water Variable Charge), revenues will increase by approximately $500,000 per year.

The proposed water rate adjustment will increase Pleasanton's water revenues by approximately $4.5M during year one, $13.3M during year two, and $20.8M during year three. These revenues are critical to ensure that funds are in place to manage a variety of water supply and quality projects, as well as rebuild the Water Enterprise Reserve Fund.

Q: **When will the water rates change?**
A: The proposed water rate adjustments will go into effect on January 1, 2024.

Proposed Water Rate schedule:
Year 1: January 1, 2024 - December 31, 2024
Year 2: January 1, 2025 - December 31, 2025
Year 3: January 1, 2026 - December 31, 2026

Proposed Sewer Rate schedule:
Year 1: January 1, 2024 - June 30, 2024
Year 2: July 1, 2024 - June 30, 2025
Year 3: July 1, 2025 - June 30, 2026

Q: **The notice states that Pleasanton's rates will remain near the bottom of nearby agencies following the rate increase. Where can I find a chart with comparable rates?**
A: A chart with comparable rates throughout the area is available on page 4 and page 14 of the July 18, 2023 City Council meeting agenda report in which the new rates were presented to Council. This chart can be viewed below.

COMPARATIVE ANNUAL RESIDENTIAL WATER CHARGES Jul-23			
	8 Ccf/mo	20 Ccf/mo	Effective
San Jose	$1,204.92	$2,506.68	1/1/2023
San Francisco	$1,156.92	$2,699.16	7/1/2022
Palo Alto	$1,120.44	$2,803.80	7/1/2023
North Marin	$1,007.76	$1,780.08	7/1/2022
Marin MWD	$973.86	$1,654.98	7/1/2022
Livermore	$972.48	$1,607.52	2/1/2023
Hayward	$936.36	$2,136.24	10/1/2022
EBMUD	$893.88	$1,987.32	7/1/2023
Los Altos	$862.20	$1,770.96	8/1/2022
Contra Costa	$840.12	$1,671.60	2/1/2023
DSRSD	$838.20	$1,741.08	1/1/2023
ACWD	$826.68	$1,515.00	3/1/2023
Pleasanton (Proposed)	$658.26	$1,559.22	11/1/2023
Pleasanton (Current)	$496.92	$1,109.88	2/1/2023

Q: **I'm currently not charged for a Zone 7 consumption rate. Will the proposed charge be calculated by CcF or by tier? Is this charge fixed or will it decrease when we start using our wells again?**
A: Currently, the "Zone 7 Cost" shown on your bill is a consumption charge per CcF – there is a charge for every CcF that customers use. The proposed rates will include a fixed meter charge for Zone 7 and a consumption charge for water used. You can see an example of this on the current and proposed water bill examples on the New Proposed Water Rate webpage.

Q: **The Public Hearing Notice format is difficult to use, especially the tables. Can you clarify this information?**
A: We recognize that the tables may be confusing. The "Rates and Charges That Apply to Your Water Bill" tables are on the top and bottom of the column to the right of the explanation on the Public Hearing Notice. The table at the top of the column represents Pleasanton's fixed meter charges and the table at the bottom of the column represents Zone 7's fixed charges. This also applies to the "Proposed Consumption Rates" tables on page 3. The tables on the right column represent the new proposed consumption rates.

The Variable Charges tables on page 3 of the Public Hearing Notice refer to the charges that customers will pay for their water usage, which is dependent on how much water they use each billing cycle. The tables on page 2 are fixed charges that all customers pay regardless of how much water they use.

RAFTELIS

Financial Plan Alternative

To: Tamara Baptista
From: Brian Bass, Lindsay Roth
Date: November 2, 2023
Re: Financial Plan Alternative

The purpose of this memorandum is to complete a sensitivity analysis to determine if the proposed rate increase for FY 2025 can be revised consistent with the methodology in the Water and Recycled Water Rate Study (Raftelis, August 4, 2023). The alternative presented in this memorandum evaluates different terms for the $6M loan and aims to achieve the operating reserve target in FY 2027 instead of FY 2026.

The study period for the water and recycled water rate study is from FY 2024 through FY 2026 and proposes the following rate increases: 30%, 20%, and 12%. It assumes a $6M loan in FY 2024 to pay for capital costs with a 5% interest rate over five years. Phase 2 capital costs were not included and were beyond the scope of this engagement.

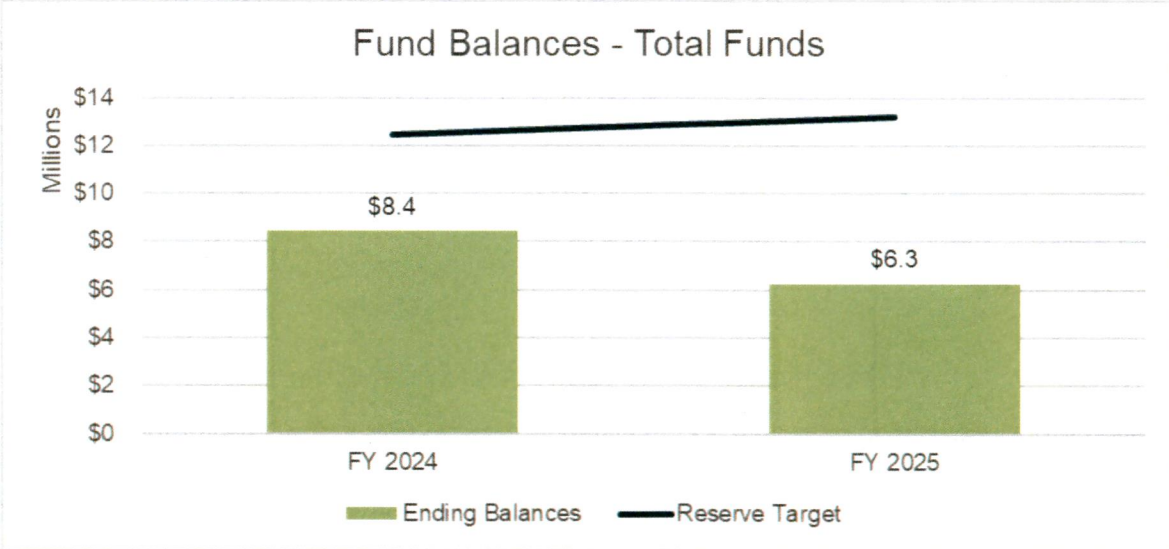
Alternative

This alternative consists of a $6M loan with a 5% interest rate for a twenty-year term. The CIP from the rate study is used without any changes. The operating reserve target is achieved by FY 2027 with the rate increases shown in Table 1 in the first two years of the study period. Thus, the proposed rate increase for FY 2025 could be reduced from 20% to 12% in the original water rate and cost of service model used for the Proposition 218 Notification as provided in the Water and Recycled Water Rate Study. FY 2026 and FY 2027 are not shown in Table 1 because Phase 2 capital costs were not included.

Table 1: Alternative Rate Increases

Description	FY 2024	FY 2025
Rate Increase	30.0%	12.0%

Figure 1: Alternative Total Ending Fund Balance



Comparison

Table 2: Comparison of Rate Increases

Description	FY 2024	FY 2025	FY 2026
Rate Study	30.0%	20.0%	12.0%
Alternative	30.0%	12.0%	-

Table Notes:

1. The alternative only shows proposed rate increases for the first two years because Phase 2 capital costs are not included.

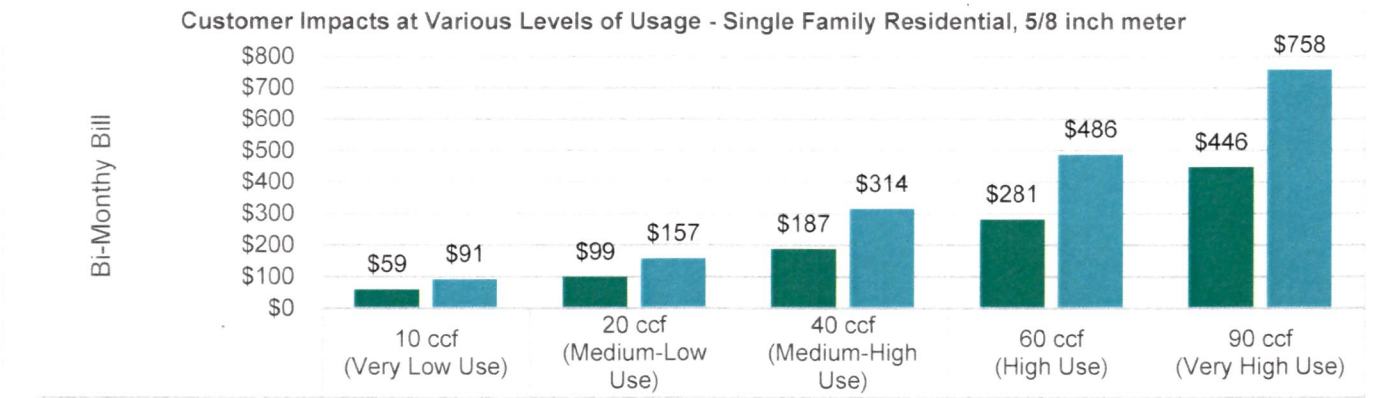
Table 3: Bi-monthly Bill Impact Comparison for SFR customers with 5/8-inch meters using 20 hcf bi-monthly

Description	Current Bill	FY 2024	FY 2025	FY 2026
Rate Study	$98.53	$131.70	$156.56	$173.50
Alternative	$98.53	$131.70	$147.01	-

Table 4: Bi-monthly Bill Impact Comparison with Dollar and Percentage Increases

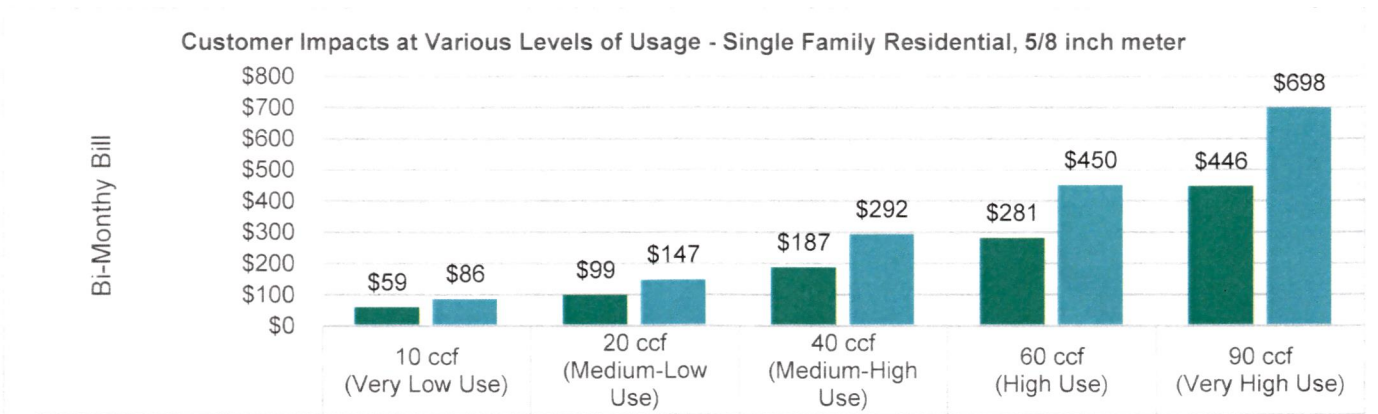
Description	Current Bill	FY 2024	FY 2025	FY 2026
Rate Study	$98.53	$131.70	$156.56	$173.50
Increase ($)		$33.17	$24.86	$16.94
Increase (%)		34%	19%	11%
Alternative	$98.53	$131.70	$147.01	-
Increase ($)		$33.17	$15.31	-
Increase (%)		34%	12%	-

Table 5: Rate Study with 20% Rate Increase – Single Family Residential Bill Impacts for FY 2025



	10 ccf (Very Low Use)	20 ccf (Medium-Low Use)	40 ccf (Medium-High Use)	60 ccf (High Use)	90 ccf (Very High Use)
Current Bill (FY 2023)	$59.23	$98.53	$186.93	$280.53	$446.43
Proposed Bill (FY 2025)	$90.76	$156.56	$313.96	$486.36	$757.56
Difference ($)	$31.53	$58.03	$127.03	$205.83	$311.13
Difference (%)	53.2%	58.9%	68.0%	73.4%	69.7%

Table 6: Alternative with 12% Rate Increase – Single Family Residential Bill Impacts for FY 2025



	10 ccf (Very Low Use)	20 ccf (Medium-Low Use)	40 ccf (Medium-High Use)	60 ccf (High Use)	90 ccf (Very High Use)
Current Bill (FY 2023)	$59.23	$98.53	$186.93	$280.53	$446.43
Proposed Bill (FY 2025)	$85.51	$147.01	$292.21	$450.01	$697.81
Difference ($)	$26.28	$48.48	$105.28	$169.48	$251.38
Difference (%)	44.4%	49.2%	56.3%	60.4%	56.3%

THE CITY OF PLEASANTON

CITY COUNCIL AGENDA REPORT

November 7, 2023
Community Development

TITLE: INTRODUCE AN ORDINANCE TO ADD A NEW CHAPTER 9.06 LEAF BLOWER RESTRICTIONS TO THE MUNICIPAL CODE TO BAN GASOLINE-POWERED LEAF BLOWERS EFFECTIVE JUNE 1, 2024, AND WAIVE FIRST READING

SUMMARY

The City Council's adopted Fiscal Year 2021/22–2022/23 Work Plan includes a priority action to adopt a City ordinance banning the use of gasoline-powered (gas-powered) leaf blowers in Pleasanton. This agenda report outlines draft amendments to the Pleasanton Municipal Code (PMC) to enact such restrictions and provides supporting information for City Council consideration.

RECOMMENDATION

Staff recommends the City Council introduce an ordinance to ban gasoline-powered leaf blowers effective June 1, 2024, and waive the first reading.

FINANCIAL STATEMENT

If enacted, there will be a financial impact to transition the City's fleet of gas-powered leaf blowers to all-electric models. Staff has estimated the cost of this transition will be approximately $180,000, including purchase of new equipment and supporting components such as battery packs and charging equipment.

BACKGROUND

State Legislation

AB 1346[1], adopted by the California Legislature in 2021, will phase out the sale of new gas-powered small off-road engines (SOREs) in California by January 1, 2024. Types of equipment covered by AB 1346 include leaf blowers and other spark-ignition engines with less than 25 gross horsepower (e.g., lawn mowers, chain saws, leaf blowers, etc.). AB 1346 also required the California Air Resources Board (CARB), by July 1, 2022, to set emissions requirements for small off-road engines to zero by 2024 or whenever CARB determines is feasible. In December 2021, CARB commenced a SORE rulemaking process consistent with AB 1346 requirements. Currently, CARB's SORE rulemaking package provides a path for the transition of SORE equipment to zero-emission equipment beginning with model year 2024.

Under state law, gas-powered leaf blowers cannot be sold in California beginning January 1, 2024, but state law would not prohibit the use of existing gas-powered leaf blowers.

Local Priority

The City Council's adopted FY 2021/22–2022/23 Work Plan included a priority action to adopt a City ordinance banning the use of gas-powered leaf blowers in Pleasanton for public health.

The City's adopted Climate Action Plan (CAP) 2.0 outlines greenhouse gas (GHG) emissions in the city. Pleasanton's largest source of GHG emissions come from transportation, comprising 64 percent of all emissions. Leaf blower use is captured within the CAP 2.0's GHG inventory in off-road emissions, accounting for 8 percent of that total. As such, the CAP 2.0 moves to electrifying off-road equipment at the municipal level (Action P6) and community level (Action P7), among other related actions such as partnering with local organizations to provide incentives and investigating opportunities to reduce off-road construction equipment. Action P.7, when fully implemented, is estimated in CAP 2.0 to reduce emissions by 76,200 MTC02e[2] through the year 2030.

Additionally, in recent years, community members have advocated for additional regulations on the use and operability of leaf blowers in the city, citing noise and emissions as primary concerns.

At least 20 other cities in California have enacted a form of gas-powered leaf blower bans,[3] Some of these ordinances impose complete bans on gas-powered leaf blowers whereas others have adopted a partial ban and have limited hours of operation. Some cities, such as San Anselmo, have adopted bans on all gas-powered lawn equipment. To date, none of the Tri-Valley cities (Danville, San Ramon, Dublin, and Livermore) have adopted a gas-powered leaf blower ban, although there is interest in doing so.

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[1] Introduced February 2021, Approved October 2021

[2] Metric tons of carbon dioxide equivalent

[3]These include Belvedere, San Anselmo, Alameda, Oakland, Sonoma, and Los Gatos.

Key Considerations

Staff conducted extensive research in formulating and considering the scope of the draft ordinance, including the issues of equipment availability, environmental and health benefits, noise, costs/financial impacts, and enforcement. A summary of the key findings of that research is provided below.

Availability and Use

Zero Emission Equipment (ZEE), including plug-in and battery-powered models, is now widely available, and both technology and availability has seen rapid advancement in recent years. As of 2021, there were at least 35 different manufacturers of ZEE for residential-grade equipment, and for professional-grade equipment at least 12 different manufacturers. While current residential use of ZEE equipment is relatively high (an estimated 59 percent of residential-owned equipment is now ZEE), uptake is much lower among commercial users, likely due to the higher costs of replacing equipment. The CARB regulations due to take effect in 2024 will help accelerate the transition to ZEE. Most local jurisdictions surveyed by staff (including Pleasanton) operate very few ZEE in their current fleets, although more are beginning to transition. As discussed below, phasing out and replacing gas-powered equipment has some initial costs, but these are somewhat balanced by lower operational and maintenance costs.

Health and Environmental Effects.

Gas-powered leaf blowers have been documented to have several detrimental effects on the environment. According to CARB, emission impacts of SORE are significant: one hour of commercial gas-powered leaf blower is estimated to emit the same smog-forming pollution comparable to driving a passenger car 1,100 miles, and one hour of gasoline lawn mower use emits as much smog-forming pollution as driving a passenger car 300 miles. If left unregulated, CARB estimates by 2031, SORE caused smog-forming emissions will be more than twice those from passenger vehicles. Emissions from SORE also have health impacts, particularly associated with aggravation of respiratory conditions.

Noise

The City receives periodic complaints from residents about noise from leaf blowers and landscape equipment; complaints increased during the COVID pandemic as more people stayed home and were exposed to noise during daytime hours. Pleasanton's noise regulations, as outlined in the Pleasanton Municipal Code Chapter 9.04, apply to landscaping equipment like leaf blowers, setting a 60 dBA noise limit outside residential property lines. Pleasanton's regulations also specify quieter hours between 8 p.m. and 8 a.m. on Sundays and holidays (see PMC 9.04.070) to address noise-related issues. Most leaf blowers, especially gas-powered ones, exceed this limit, sometimes reaching over 100 dBA, while electric models are somewhat quieter, ranging from 60-70 dBA. Despite the transition to electric leaf blowers, noise remains a concern, particularly during early morning hours. In response to such nuisances, some cities have established specific usage hours or banned gas-powered leaf blowers.

Costs

When comparing the costs of electric and gasoline-powered leaf blowers, it's essential to consider both upfront and operational expenses. Electric leaf blowers tend to have a

lower cost per unit but may involve additional upfront expenses, especially for commercial landscapers requiring extra batteries for all-day operation. Professional-grade battery-powered leaf blowers used by commercial landscapers can be considerably more costly (approximately $1,600-2,500 plus additional batteries), whereas residential-grade leaf blowers are more affordable (about $100-300). Larger companies may need electrical upgrades to charge multiple batteries simultaneously. Despite higher upfront costs, electric equipment generally has lower operational expenses due to reduced maintenance and reliance on electricity instead of gasoline and oil. A study by the Santa Cruz Coalition for a Healthy and Safe Environment suggests a positive return on investment (ROI) for switching to electric leaf blowers in around 9-11 months. However, given the desire to address CAP 2.0 goals, benefits in terms of pollution and reduced noise, and transition by the State to non-SORE equipment, staff continues to support the recommended restriction on gas-powered leaf blowers as proposed in the ordinance.

DISCUSSION

The proposed ordinance (Exhibit A to Attachment 1) would add a new chapter (Chapter 9.06 Leaf Blower Restrictions) to the PMC, to include a ban on the use of gasoline-powered leaf blowers in Pleasanton. Such regulations would apply uniformly to individual residential and commercial users, commercial businesses such as landscape contractors, and to the City organization.

Time Restrictions

Staff considered potential imposition of time restrictions on the use of leaf-blowers and similar equipment, but is not recommending such provisions be adopted at this time. As discussed below, enforcement simply for restrictions on equipment type, will be challenging for the City's limited code enforcement staff. Time restrictions would add another enforcement responsibility that would be difficult to sustain with current staffing. Other reasons weighing against time restrictions are limitations on scheduling landscape/yard work on private property, and impacts to the City's own operations (including more limited windows in which to perform necessary maintenance work). As also discussed above, electric leaf-blowers tend to be less noisy than their gas counterparts, with a beneficial impact on overall levels of nuisance and noise.

Financial Incentives

As described above, there are costs associated with transitioning to ZEE, particularly for businesses that may need to acquire a larger amount of new equipment. While some local agencies have created programs to help subsidize the costs of replacing gas-powered equipment, staff is not recommending doing so at this time. Given other financial incentives available, it may not be necessary to create such a program. Currently, creating a subsidy program (e.g., rebate, grants, etc.) would present challenges in how the program would be funded and for staff capacity to operate and manage the initiative.

However, there are existing financial incentives made available by CARB and regional agencies that may help to provide relief for businesses and organizations required to transition from gas to electric equipment. CARB operates an extensive incentive program for SORE equipment including leaf blowers and their batteries. This funding is

available for professional landscapers (capped at $25,000 per eligible purchaser) operated by small businesses or sole proprietors. Previously, the Tri-Valley Air Quality Community Alliance (TVAQCA) had an available grant for commercial gardeners and landscapers, government agencies, school districts, colleges, and non-profits. However, the program has expired and is unknown how soon, if at all, will be renewed.

Transition of Municipal Fleet

The ban on gas-powered leaf blowers would apply to the City's Public Works Department equipment fleet, which currently includes about 35 leaf blowers. Staff estimates transitioning the City's fleet of leaf blowers to all-electric would cost about $180,000, which includes multi-chargers (to charge several batteries at once), and extra batteries for the maintenance crews to have on hand when out in the field (a battery pack lasts about as long as a tank of gas). This estimated cost includes infrastructural electrical upgrades needed to increase outlet availability and load capacity.[4]

Some of the concerns discussed among staff in transitioning the City's fleet included compromises such as reduced power, user discomfort (of units with handle-mounted batteries), infrastructure costs, unknown impact on service levels by going full electric, and limited availability for professional-grade equipment[5]. However, as described in this report, there are many positive trade-offs in making the transition. Not least of these is the opportunity for the City to demonstrate leadership and a positive example in supporting a transition to ZEE, in addition to environmental and health benefits, and noise and maintenance cost reductions.

Enforcement and Implementation

Enforcement is expected to be one of the most challenging considerations in adopting this type of ordinance, particularly due to limited staff capacity. The short-term/transitory nature of leaf blower use also makes enforcement more challenging, since the violation must be personally observed, or documented in a verifiable manner in order to be enforced. While the City would have the power to enforce the ban on gas-powered leaf blowers through the typical code enforcement procedures available through the PMC (e.g., fines and penalties) the enforcement approach is anticipated to focus on outreach and education, rather than strict imposition of fines and penalties.

With adoption of the ordinance, staff recommends a robust community engagement strategy to inform the community and landscape maintenance companies that do business in the city about the new regulations and highlight financial incentives available. To allow for such public outreach and education, and recognizing the timelines that may be faced in securing equipment especially for larger scale for commercial operators, staff recommends that implementation of the ordinance begin by June 1, 2024. This will allow time for additional outreach and education that can help to

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[4] The City was recently awarded a $7,500 TVAQCA grant that helped offset the costs of a battery powered equipment pilot program in which the City purchased 20 pieces of equipment, as well as chargers and batteries; this included two backpack electric leaf blowers and battery packs. The new equipment arrived in June and went into use after a manufacturer orientation.

[5] Larger purchase orders of professional-grade equipment have longer lead times and may take 3 or more months to fulfill.

secure voluntary compliance, educate individual and business users, and allow for a more successful transition to electric equipment.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 6 - Continue to implement priority items from the Climate Action Plan 2.0 (CAP) to lead by example in environmental sustainability.

This effort of banning gasoline-powered leaf blowers and transitioning to electrification will help reduce the City's greenhouse gas emissions, accelerate progress towards carbon neutrality, and concurrently elevate public health and quality of life by improving air quality and reducing harmful noise levels.

PUBLIC OUTREACH

The CAP 2.0 included policy direction to consider a gas-powered leaf blower ban and electrification of small engine equipment. The public outreach process for the CAP 2.0 was over the course of two years and included more than 20 public meetings. There was a high level of support for this CAP action.

For the current discussions around leaf blowers, staff conducted two virtual community outreach meetings - one for non-residential/commercial operators on September 14, 2023 and one for residential audiences on September 21, 2023. Meeting notification included a notice to interested parties on the CAP 2.0 mailing list (sent to over 200 recipients), notification (via email) to registered landlords of residential, commercial, apartments, and property management, and landscape and gardener businesses with active business licenses with the City (670 total accounts[6]). Meeting information was also shared across the City's media platforms.

There were expressions of support and opposition at the meetings. Those opposing the ordinance expressed disagreement and concerns with the rationale of the ordinance, including in regard to the performance of electric leaf blowers in comparison to gas-powered leaf blowers, questioning of the available statistics on gas-powered leaf blowers, proper noticing to the public about the ban on gas-powered leaf blowers, impacts on local gardening businesses and availability of services in Pleasanton, and the infrastructure needed to support the transition.

Support for the ordinance to ban gas-powered leaf blowers highlighted addressing noise nuisance when working from home, reducing odors, addressing air quality via emissions produced, reducing the negative health impacts experienced by the user, phasing the ban, and positioning Pleasanton as a leader by advancing an environmentally friendly initiative. Some commenters (both for and against the proposed ordinance) questioned why the ordinance is only for the ban use of gas-powered leaf blowers and not all SORE.

[6] Total of 477 recipients and 193 undeliverable due to incorrect/inactive email address.

CEQA

An Initial Study/Negative Declaration was prepared for the CAP 2.0 which found impacts of the implementation of all the Plan's actions to be Less Than Significant. Since the adoption of the ordinance would be consistent with CAP 2.0, no further CEQA analysis is required.

PUBLIC NOTICE

Notice of this item has been published in The Valley Times and was noted in the Pleasanton Weekly as an upcoming agenda item for this City Council meeting. At the time this report was prepared, staff has not received comments regarding the proposed code amendments, other than those reported above from the two community meetings held.

SUMMARY AND CONCLUSION

Attachment 1, Exhibit A includes the proposed text amendments. As outlined above, based on various factors and considerations, the proposed amendments provide for a ban on gas-powered leaf blowers only, with implementation to begin starting in June 2024. The ordinance will complement and help to accelerate the efforts of the State to phase out gas-powered SORE, in accordance with City and statewide GHG reduction goals, and in alignment with CAP 2.0 and the City Council's goals and strategies. As noted, staff does not recommend a broader ban on SORE at this time, nor the imposition of time restrictions for the use of leaf-blowers and similar equipment, instead relying on existing noise ordinance restrictions to limit and control this type of nuisance. More broadly, a transition to electric equipment will lower noise levels since such models tend to be less noisy than similar gas-powered models. Depending on the outcomes and success of the gas-powered leaf blower ban, the City Council could consider expanding the program to other SORE, as a future action.

Submitted by:	Financial Review	Approved by:
Ellen Clark Director of Community Development	Susan Hsieh Director of Finance	Gerry Beaudin City Manager

Attachment:

1. Ordinance with Exhibit A, proposed modifications to the Pleasanton Municipal Code

ATTACHMENT 1

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ADDING A NEW CHAPTER 9.06 LEAF BLOWER RESTRICTIONS TO BAN GASOLINE-POWERED LEAF BLOWERS EFFECTIVE JUNE 1, 2024,

WHEREAS, on October 9, 2021, Assembly Bill 1346 added Section 43018.11 of the Health and Safety Code, requiring the California Air Resources Board, by July 1, 2022, to adopt cost-effective and technologically feasible regulations to prohibit engine exhaust and evaporative emissions from new small off-road engines, as defined by the state board; and

WHEREAS, the changes to Health and Safety Code by Assembly Bill 1346 are effective January 1, 2024, or as soon as the state board determines is feasible; and

WHEREAS, in December 2021, the California Air Resource Board commenced a small off-road engines rulemaking process that provides a path for the transition of small off-road engines equipment to zero-emission equipment beginning with model year 2024; and

WHEREAS, on May 2021, the City Council held a duly-noticed public hearing and approved the FY 2021/22-FY 2022/23 Work Plan that includes a priority action to adopt a City ordinance banning the use of gasoline-powered (gas-powered) leaf blowers in Pleasanton; and

WHEREAS, the proposed amendments to the Pleasanton Municipal Code implement the requirements of state law and add local policies that are within the scope of the state law; and

WHEREAS, the City of Pleasanton's Climate Action Plan (CAP 2.0), adopted by Resolution No. 22-1271, which was subject to an Initial Study and Negative Declaration adopted by Resolution No. 22-1270, includes sections P6 and P7, that encourages transition to electric landscape equipment and ban gas-powered leaf blowers.

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

SECTION 1. Find 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 November 7, 2023, 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

Add a new Chapter 9.06 to the Pleasanton Municipal Code as follows:

CHAPTER 9.06 LEAF BLOWER RESTRICTIONS

9.06.010. Declaration of Policy
It is declared to the be policy of the city that the peace, health, safety and welfare of residents, visitors and persons who work in the city be protected from excessive noises from leaf blowers operated too early or too loudly; as well as be protected from inhaling or being exposed to engine exhaust emissions from gasoline-powered leaf blowers.

9.06.020. Definitions
For the purposes of this chapter, certain terms are defined as follows:

A. "Gasoline-powered leaf blower" means any leaf blower directly powered by an internal combustion engine using gasoline, alcohol or other liquid or gases fluid.

B. "Leaf blower" means a machine that generates a current of air used to collect loose leaves debris.

9.06.030. Ban on Gasoline-Powered Leaf Blowers
Beginning June 1, 2024, it shall be unlawful for any person to operate a gasoline-powered leaf blower at any time in the City.

9.06.040. Leaf blower noise regulations
Leaf blowers are a machine or device subject to the noise regulations of Chapter 9.04.

9.06.040. Enforcement
A. A violation of this chapter may be documented by an administrative citation, as set forth in Chapter 1.24, issued by a police officer or community services officer of the police department, or a code enforcement officer of the community development department.

B. The remedies provided in this chapter are cumulative and in addition to any other remedies available at law or in equity.

9.06.050. Severability
If any section or provision of this chapter is found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of this chapter, which shall continue in full force and effect.