



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 3, 2024
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

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

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

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

In Person at Council Chamber:

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

CALL TO ORDER

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

Resolution No. 2024-061
Ordinance No. 2286

AGENDA AMENDMENTS

CONSENT CALENDAR

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

Community Development

1. Actions of the Zoning Administrator

Library and Recreation

2. Accept the donation of the temporary public artwork *The Wonderful Wizard of Oz Book Bench* at the Pleasanton Public Library

Police

3. Adopt a resolution approving an update to the City's Master Fee Schedule for the processing, review, approval and issuance of Concealed Carry Weapons Permits

Public Works

4. Continued from August 20, 2024 - Approve plans and specifications and award a construction contract to Integra Construction Services, Inc., in the amount of \$1,265,000 with an approximately 10 percent contingency of \$127,000 and approve an amendment to a professional services agreement in the total amount of \$31,800 for the Lions Wayside and Delucchi Park Renovations Project, CIP No. 06716 to be fully funded with dedicated Park Development Impact Fees
5. Approve Professional Services Agreement with Water Resources Economics, LLC for a not-to-exceed amount of \$217,304 for water and sewer rate and connection fee consulting services and approve budget amendments to the Water Operating Fund and Sewer Operating Fund
6. Approve plans and specifications and award a construction contract to Silicon Valley Paving, Inc. in the amount of \$406,319 with an approximately 10 percent contingency of \$41,000 for the Annual Court Resurfacing project at the Fairlands Park and Tennis and Community Park and approve budget amendments to the Park CIP General Fund (Fund 221)

MEETING OPEN TO THE PUBLIC

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

PUBLIC HEARINGS AND OTHER MATTERS

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

MATTERS INITIATED BY COUNCIL

COUNCIL REPORTS

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

ADJOURNMENT

Notice

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

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

Accessible Public Meetings

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

CITY COUNCIL AGENDA REPORT

September 3, 2024
Community Development

TITLE: ACTIONS OF THE ZONING ADMINISTRATOR

P24-0395, Damaris Rodes / Construction & More

Application for Administrative Design Review approval to construct an approximately 532.3-square-foot second-floor addition above the garage at the existing residence located at 530 Dolores Place.

Project Information:

Existing floor area: 3,509 square feet

Total floor area with addition: 4,042 square feet

Lot size: 9,600 square feet

Existing floor area ratio: 36.55 percent

Total floor area ratio with addition: 42.10 percent

Approved. (28 days)

Prepared by:



Melinda Denis
Zoning Administrator

Submitted by:



Ellen Clark
Director of Community
Development

Approved by:



Gerry Beaudin
City Manager

September 3, 2024
Library and Recreation

TITLE: ACCEPT THE DONATION OF THE TEMPORARY PUBLIC ARTWORK *THE WONDERFUL WIZARD OF OZ BOOK BENCH* AT THE PLEASANTON PUBLIC LIBRARY

SUMMARY

The Wonderful Wizard of Oz Book Bench is a fiberglass artistic bench depicting the literary work of L. Frank Baum. It was purchased by resident Dorothy Broderson and offered as a donation to the City of Pleasanton. The Library Commission and the Civic Arts Commission have reviewed the piece and recommend that it be accepted for temporary placement at the Pleasanton Public Library.

RECOMMENDATION

Accept the donation of the temporary public artwork *The Wonderful Wizard of Oz Book Bench* at the Pleasanton Public Library.

BACKGROUND

Following the Bound for Books public art exhibit in the Town of Danville, Pleasanton resident Dorothy Broderson won a public auction bid for *The Wonderful Wizard of Oz Book Bench*, at a cost of \$3,600. Ms. Broderson contacted the City with a request to donate public artwork for installation at the Pleasanton Public Library. In accordance with the Pleasanton Municipal Code (PMC) Chapter 13.16 Art in Public Places, Library commissioners and Civic Arts commissioners reviewed the proposed donation in consultation with City departments and provided a recommendation of acceptance.

PMC Chapter 13.16.070 outlines the process for gifts and loans of public art displayed in public places:

- A. Civic Arts Commission shall review any proposed donation or loan of public art for artistic merit, site appropriateness, liability questions, and installation and maintenance costs and considerations. The review shall include consultations with all affected city departments.
- B. Upon completion of its review the Civic Arts Commission shall make its recommendation for acceptance or rejection of the offer to the city council.
- C. A donor who wishes to make an offer of a gift of public art shall provide for review:
 - 1. Documented materials for the artwork being offered for donation including photographs, slides, renderings, descriptions of size, weight, medium, title, year of creation, and a resume of the artist, if possible.
 - 2. Documentation establishing the donor as the clear and unencumbered title holder of the artwork.

3. A release letter by the donor should the city decide to deaccess the artwork in the future.

D. The city will acknowledge receipt of the donated artwork without valuation for tax purposes. The donor must find other means of establishing the value of the artwork. (Ord. 1676 § 1, 1996)

Public Art Selection Subcommittee Review

The Public Art Selection Subcommittee (PASS), composed of City commissioners and staff, supports the Art in Public Places process and meets on an as-needed basis to review and discuss proposed public art donations.

PASS members convened on June 28, 2024, with members of the Civic Arts, Library, and Parks and Recreation commissions, along with City staff, to receive an informational presentation from the art donor, Dorothy Broderson, and discussed the piece based on the considerations outlined in the PMC for proposed donations, which include artistic merit, location, installation, and maintenance.

Information about the Artwork

The Wonderful Wizard of Oz Book Bench was created by Kristen Calderon, a Bay Area artist known for her imaginative and vibrant style, drawing inspiration from classic literature and fantasy themes. Her work was featured in the Town of Danville's temporary art exhibit, Bound for Books, in summer 2023. The exhibit featured an open call to artists and art students across the nine Bay Area counties, offering a \$1,000 stipend to each participating artist. Ms. Calderon's book bench and others were displayed outdoors from June to September 2023, allowing the public to engage with these creative interpretations of literary classics. Following the exhibit, Pleasanton resident Dorothy Broderson won an auction bid for *The Wonderful Wizard of Oz Book Bench* at a cost of \$3,600 and requested to donate the piece to the City of Pleasanton.

Artistic Merit

At the PASS meeting, members provided input on the artistic merit of *The Wonderful Wizard of Oz Book Bench*. There was an appreciation for the creativity and concept behind the piece; however, some members noted that the style and quality differed from other pieces in the City's public art collection, such as the bronze artworks at the Pleasanton Public Library. The group also discussed the City's commitment to Diversity, Equity, Inclusion, and Belonging (DEIB). While some members pointed out that the original novel may not fully align with these values, others emphasized that the story has been adapted over time, with newer adaptations resonating more with today's culture.

Location, Installation, and Maintenance

PASS members considered four potential sites at the Pleasanton Public Library to install *The Wonderful Wizard of Oz Book Bench* at two indoor and two outdoor locations.

Indoor options for the piece were limited due to the library's high traffic and constrained space, with 500,000 annual visits. Staff explored placing the bench on casters for flexibility to move the heavy piece, but the manufacturer advised against it, as it would compromise the bench's

structural integrity.

The two indoor locations considered were the library's lobby and the children's section as shown in Attachment 1. The lobby location was the most viable, but there were concerns about the access and visibility of the community information wall. The Children's section was ruled out because of its heavy use by evening study groups, school classes, and family activities. The library averages 800 visitors between 3:00 p.m.-9:00 p.m. on school nights, which are primarily students and families using tables and study spaces. A fixed structure in the children's section could disrupt community use.

The two outdoor locations considered were on the west side of the as shown on Attachment 2. The west side was dismissed due to after-school activity and lower visibility. The east side was preferred for its better visibility, aesthetic placement, and direct illumination from a light pole, which could potentially deter vandalism.

Commission Review

The Library Commission reviewed *The Wonderful Wizard of Oz Book Bench* on August 1, 2024. With a 5-0 vote, the commission recommended the artwork be accepted by the City and placed at the exterior of the Pleasanton Public Library on the west side of the entrance, with consideration of the orientation of the bench so that the artwork on the back side of the bench would be visible. The Library Commissioners felt that the interior location in the lobby would obstruct the community information wall. While the children's section would provide the best aesthetic framing for the artwork, it is a busy public space, so the outdoor location was preferred.

The Civic Arts Commission reviewed *The Wonderful Wizard of Oz Book Bench* on August 5, 2024. A motion to recommend acceptance of the artwork by the City and place it at the Pleasanton Public Library on the west side of the entrance did not pass with a tie vote of 4-4. A new motion to recommend acceptance of the artwork by the City and place it at the Pleasanton Public Library in an interior location to be selected by staff was subsequently approved by a 7-1 vote. Civic Arts commissioners felt that an exterior location was inappropriate due to concerns about the safety of the piece from vandalism and concerns about the piece's aesthetics not aligning with the current public artwork. While the Civic Arts Commission preferred an interior location, there was no recommendation for a specific space inside the library.

Library Commission Recommendation

Accept the public artwork, *The Wonderful Wizard of Oz Book Bench*, at the proposed outdoor location with future possible changes in the orientation of the bench.

Civic Arts Commission Recommendation

Accept the public artwork, *The Wonderful Wizard of Oz Book Bench* at the Pleasanton Library, for an indoor location to be determined by staff.

DISCUSSION

Staff is recommending acceptance of the donation of the public artwork, *The Wonderful Wizard of Oz Book Bench*. If accepted, the piece will be installed at an exterior location on the east

side of the Pleasanton Public Library entrance. Staff reviewed both location recommendations from the Civic Arts and Library commissions. Due to the heavy use of the interior space, staff found the outdoor location to be ideal. The outdoor location also provides visibility for visitors and ample lighting at night, which would highlight the artwork and potentially reduce the risk of vandalism.

The public artwork would be installed as a temporary piece due to its construction and value. The estimated value of the piece is between \$2,850-\$3,600, as determined by the cost paid by the Town of Danville and by the donor. With 46 permanent works in the City of Pleasanton's public art collection, the average value of each piece is \$22,000, and permanent pieces are constructed of materials designed for longevity and community use. The addition of the artwork as a temporary installation is consistent with its intended design and use in the Town of Danville, where it functioned as part of a temporary exhibition.

In accordance with the PMC process for gifts and loans of public art displayed in public places, the City will secure documentation establishing the donor as the clear and unencumbered title holder of the artwork and will obtain a release letter from the donor for the City to deaccess the artwork in the future.

EQUITY AND SUSTAINABILITY

The public art program is dedicated to aligning art projects with available funding and resources while ensuring that these projects reflect the diversity of the Pleasanton community. *The Wonderful Wizard of Oz Book Bench* appeals to a wide range of ages and interests, making it a valuable addition that can be appreciated by visitors to the Pleasanton Public Library.

OUTREACH

Staff received input and recommendations from the Civic Arts Commission and Library Commission in developing this recommendation.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Citywide Strategic Plan goal of *Investing in Our Environment: Infrastructure, Public Facilities and Sustainability*, Strategy 7 to continue to invest in parks, bicycle, and pedestrian infrastructure, and public art.

FISCAL IMPACT

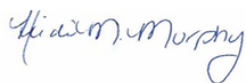
The Wonderful Wizard of Oz Book Bench is a proposed donation to the City of Pleasanton by Dorothy Broderson. Ms. Broderson would also pay for the cost of the plaque. City staff would oversee the art installation, with labor costs estimated at \$700 for the project. Maintenance will be conducted only in the case of vandalism and would be funded through the City's General Fund for Maintenance and Conservation, funded by account 00150400-430107.

Prepared by:



Rachel Prater, Recreation
Manager

Submitted by:



Heidi Murphy, Director of Library and
Recreation

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Interior Bench Locations
2. Exterior Bench Locations

Interior Locations



Exterior Locations



CITY COUNCIL AGENDA REPORT

September 3, 2024
Police

TITLE: ADOPT A RESOLUTION APPROVING AN UPDATE TO THE CITY'S MASTER FEE SCHEDULE FOR THE PROCESSING, REVIEW, APPROVAL AND ISSUANCE OF CONCEALED CARRY WEAPONS PERMITS

SUMMARY

The Alameda County Sheriff's Office changed its policy and now will only accept Concealed Carry Weapons (CCW) applications from individuals who reside in unincorporated Alameda County; therefore, the Pleasanton Police Department is now required to process applications for review, and the Chief of Police will now issue new, renewal, and modification/duplicate CCW permits to Pleasanton residents. Adoption of the resolution by the City Council will allow the Pleasanton Police Department to set a fee schedule and collect the associated fees related to the processing, review, approval and issuance of a concealed carry weapons permit for Pleasanton residents. There will be three types of concealed carry weapons permits issued by the Pleasanton Police Department: standard (2 years), judicial (3 years), and reserve (4 years).

RECOMMENDATION

Adopt a resolution approving an update to the City's Master Fee Schedule to allow for the collection of reasonable fees related to the processing, review, approval, and issuance of concealed carry weapons permits.

BACKGROUND

In response to the 2022 United States Supreme Court ruling in *New York Rifle and Pistol Association v. Bruen*, which changed the factors an agency can permissibly consider when reviewing an application for a Concealed Carry Weapon permit, California Penal Code sections 26150 and 26155 now provide that a Sheriff of a county or the Chief or other head of a municipal police department of any city, or city and county, shall issue or renew a permit to carry a pistol, revolver, or other firearm capable of being concealed upon the person known as a Concealed Carry Weapon permit (CCW).

Historically, the Sheriff of Alameda County accepted CCW applications from individuals who reside within Alameda County and all the cities within the County. Recently, the Alameda County Sheriff's Office (ACSO) changed its policy and will only accept CCW applications from individuals who reside in unincorporated Alameda County. The Pleasanton Police Department is now required to process applications for review, and the Chief of Police will now issue new, renewal, and modification/duplicate CCW permits to Pleasanton residents.

Under Penal Code section 26190, local agencies issuing a CCW permit may establish a fee structure that reflects reasonable costs associated with the processing, issuance, and enforcing of CCW permits.

DISCUSSION

On June 23, 2022, the United States Supreme Court issued a ruling in *New York Rifle and Pistol Association v. Bruen* and held that the ability to carry a firearm in public was a constitutional right guaranteed by the Second Amendment. The US Supreme Court ruled that states are allowed to enforce “shall-issue” permitting, where applicants for concealed carry permits must satisfy certain objective criteria, such as passing a background check. The ruling invalidated as unconstitutional California’s requirement that an applicant show “good cause” to obtain a CCW permit. In response to the US Supreme Court’s ruling in *New York Rifle and Pistol Association v. Bruen*, the State of California enacted the 2023-24 Concealed Carry Weapons (CCW) Senate bill (SB 2) to implement changes to the CCW process.

Until April 30, 2024, the Alameda County Sheriff’s Office (ASCO) processed and issued CCW permits to individuals whose primary residence was within all areas of Alameda County, including Pleasanton. As of May 1, 2024, ASCO now only accepts CCW applications from individuals who reside in areas of unincorporated Alameda County. As a result of this policy change, the Pleasanton Police Department is now required by law to review applications and the Chief of Police to issue new, renewals, and modification/duplicate CCW permits to individuals whose primary residence is within the city limits. The Sheriff’s Office provided the Pleasanton Police Department a list of current CCW permits issued to Pleasanton residents - approximately 52. Since May, the police department has received approximately 30 requests for new CCW permits.

The CCW process and issuance will comply with state law. The criteria for approval are detailed below:

1. Not a disqualified person per CA Penal Code 26202
2. At least 21 years of age
3. Resident of the city of Pleasanton
4. Completed a specified training course:
 - No less than 16 hours in length.
 - The course will cover firearm safety, handling, shooting technique, safe storage, legal methods to transport firearms and securing them in vehicles, laws governing where permit holders may carry firearms, laws regarding the permissible use of a firearm, and laws regarding the permissible use of lethal force in self-defense.
 - The course shall include a component, no less than 1 hour in length, on mental health and mental health resources.
 - The course shall be taught and supervised by firearms instructors certified by the Department of Justice.
 - The course shall require students to pass a written examination to demonstrate their understanding of the covered topics.
 - The course shall include live-fire shooting exercises on a firing range and shall include a demonstration by the applicant of safe handling of, and shooting proficiency with each firearm the applicant is applying to be licensed to carry.
5. The firearm is registered with the California Department of Justice (CADOJ).

There are three different types of CCW permits the Pleasanton Police Department will issue; standard, judicial and reserve. Standard CCW permits are issued to Pleasanton residents and

are valid for two years; judicial CCW permits are issued to judicial officers (i.e., any Justice of the Supreme Court, justice of a court of appeal, or superior court judge) and are valid for three years; and reserve CCW permits are issued to reserve police officers and are valid for four years.

The Pleasanton Police Department created an application, background, and licensing process. This process will consist of an initial on-line application, a criminal history check (Live Scan), a background investigation (conducted by PPD staff), a psychological evaluation (paid for by the applicant), completion of an approved 16-hour CCW training course, and final review and issuance of the CCW permit. The on-line application process and payment processing will be managed by a third-party vendor, Permitium.

Under Penal Code section 26190, local agencies issuing CCW permits may establish a fee structure in line with reasonable costs associated with the CCW processing, issuance, and enforcement. The CCW permitting fees will assist with cost recovery associated with our CCW process. This includes the annual service fee charged by Permitium (\$3,530 per year), City staff time (estimated to be four hours for new permits, one hour for renewals, and one-half hour for modifications/ duplicates). CCW applicants will pay an initial fee of \$200, which will be paid to Permitium and includes the Live Scan criminal history check and the initial application fee.

	Standard Permit (2 years)	Judicial Officer Permit (3 years)	Reserve Officer Permit (4 years)
Initial Fee Paid upon submission of application	\$200	\$200	\$200
Issuance Fee Paid upon approval of permit	\$300	\$300	\$300
Renewal Fee Paid upon submission of application	\$100	\$100	\$100
Modification/Duplicate Fee Paid upon submission of application	\$25	\$25	\$25

EQUITY AND SUSTAINABILITY

This action reflects the need to balance the City's interest in public safety and reasonable cost recovery against new requirements under state law. This action is intended to recover the costs of conducting a process now required of the City.

OUTREACH

No outreach was conducted beyond the publication of the City Council meeting agenda.

STRATEGIC PLAN ALIGNMENT

This action aligns with the ONE Pleasanton strategic plan goal of *Funding our Future* through Strategies 5 and 6, which are focused on cost recovery and updating the City's fee schedule.

FISCAL IMPACT

The 2023-24 CCW Senate Bill requires issuing agencies to complete a detailed investigation and review of CCW applications. City staff anticipates four hours of staff time associated with the review and issuance of new CCW permits. A Community Services Officer (CSO) and their direct supervisor (Police Sergeant) will be responsible for the initial processing and review of the CCW application (2 hours and 1 hour respectively). A police manager (Professional Standards Lieutenant) will be responsible for the second-level review of the CCW application (.75 hour). The final review and issuance of the CCW will be the responsibility of the Police Chief (.25 hour).

CCW - Processing New

Position	Hourly Rate	Hours	Total
CSO	\$85.99	2	\$171.98
Sergeant	\$195.06	1	\$195.06
Lieutenant	\$227.15	.75	\$170.36
Chief***	\$220.86	.25	\$55.22
			<u>\$592.62</u>

*** Chief rate is lower based on an adjustment of the retirement system compared to those in the positions of Sergeant and Lieutenant.

CCW - total cost

Software Vendor Cost	Est. number of applications/ year	Cost per permit	Total
\$3500/ year	38	\$92.11	\$92.11
			\$592.62 employee cost
			\$160.01* overhead cost
			<u>\$844.74</u>

*27% overhead cost applied to employee salary and benefits.

CCW - Processing Renewal

Position	Hourly Rate	Hours	Overhead Cost	Total
CSO	\$85.99	1	\$23.22	<u>\$109.21</u>

The estimated staff cost to process a new CCW permit will be approximately \$592.62 plus overhead cost per permit at \$160.01. In addition, the processing cost per permit (estimated at 38 per year, which includes the software per permit) will be approximately \$92.11. The total cost per CCW permit is estimated at \$844.74 (see CCW - total cost table). The City will be collecting \$500 from each applicant. As such, the processing and issuance of a new CCW permit will not be cost neutral. Renewals will require significantly less staff time and will be processed by a CSO at approximately \$86 per hour plus the overhead cost for a total of \$109.21. Each renewal will cost the applicant \$100. SB 2 authorizes a licensing authority to charge a fee of an amount equal to "reasonable processing costs" for a new license. The Alameda County CCW working group reviewed the law including challenges to the fees charged by others cities, and determined a reasonable range. Staff's recommendation is within that range.

A resolution updating Chapter 5, Section B of the Master Fee Schedule is necessary to cover the reasonable costs associated with processing CCW permits (Attachment 1).

Prepared by:



Erik Silacci, Police
Lieutenant

Submitted by:



Gina Anderson, Interim Police Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution - Concealed Carry Weapon Permit Fee Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH A FEE FOR PROCESSING, REVIEWING, AND APPROVING THE ISSUANCE AND RENEWAL OF CONCEALED CARRY WEAPONS PERMITS

WHEREAS, California Penal Code sections 26150 and 26155 provides that a Sheriff of a county or the Chief or other head of municipal department of any city, or city and county, shall issue or renew a permit to carry a pistol, revolver, or other firearm capable of being concealed upon the person known as a Concealed Carry Weapon (CCW) permit; and

WHEREAS, up until April 30, 2024, the Alameda County Sheriff's Office processed applications for CCW permits and issued CCW permits where appropriate for those individuals who reside in Alameda County; and

WHEREAS, the City of Pleasanton is a municipal corporation in the County of Alameda; and

WHEREAS, beginning on May 1, 2024, the Alameda County Sheriff's Office will only accept, review, and issue applications for CCW permits to those individuals who reside in unincorporated Alameda County; and

WHEREAS, pursuant to Penal Code 26150 and 26155, the City of Pleasanton Police Department is required to review applications for, issuance of, and renewals of, CCW permits from those individuals residing in the city of Pleasanton; and

WHEREAS, the City of Pleasanton now wishes to establish a fee schedule as described in Exhibit A; and

WHEREAS, staff has determined these fees are reasonable based on an estimate of anticipated staff time necessary to process the application for, issuance of, and renewal of, CCW permits from the individuals residing in the City of Pleasanton in a timely manner, and in accordance with the law and City Council Policies, and that the proposed fees are consistent with fees for processing similar applications of other local agencies in the area.

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

SECTION 1. Section V (B) of the Master Fee Schedule titled Concealed Weapons Permit, is amended to establish the fee schedule as described in Exhibit A.

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 September 3, 2024.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on September 3, 2024, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

CONCEALED WEAPONS PERMIT FEE SCHEDULE

	Standard Permit (2 year)	Judicial Permit (3 year)	Reserve Officer Permit (4 year)
Initial Fee Paid upon submission of application	\$200	\$200	\$200
Issuance Fee Paid upon approval of permit	\$200	\$200	\$200
Renewal Fee Paid upon submission of application	\$100	\$100	\$100
Modification/Duplicate Fee Paid upon submission of application	\$25	\$25	\$25

CITY COUNCIL AGENDA REPORT

September 3, 2024
Public Works - Engineering Division

TITLE: CONTINUED FROM AUGUST 20, 2024 - APPROVE PLANS AND SPECIFICATIONS AND AWARD A CONSTRUCTION CONTRACT TO INTEGRA CONSTRUCTION SERVICES, INC., IN THE AMOUNT OF \$1,265,000 WITH AN APPROXIMATELY 10 PERCENT CONTINGENCY OF \$127,000 AND APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT IN THE TOTAL AMOUNT OF \$31,800 FOR THE LIONS WAYSIDE AND DELUCCHI PARK RENOVATIONS PROJECT, CIP NO. 06716 TO BE FULLY FUNDED WITH DEDICATED PARK DEVELOPMENT IMPACT FEES

SUMMARY

The proposed Lions Wayside Park Renovations will include construction of a new bandstand, a larger lawn area, retention of the majority of the existing mature trees, a trail, gathering areas, and other Lions Wayside Park amenities.

Construction drawings were completed in June 2024, and seven bids were received on July 17, 2024. Staff recommends awarding the contract to the lowest responsive bidder, Integra Construction Services, Inc., in the amount of \$1,265,000 for the base bid. Additionally, staff recommends a contingency of \$127,000 (approximately 10 percent). Staff also recommends approval of a professional service agreement amendment with Callander Associates for a total not-to-exceed amount of \$31,800. The contract with the City's on-call geotechnical engineering consultant, GeoCon, was already approved by the City Council and staff will issue a task authorization for up to \$18,250 to GeoCon for Special Inspection and Testing Services for the project. These expenditures are fully funded by dedicated Park Development Impact Fees, which identified the renovation of Lions Wayside and Delucchi Parks in the related developer impact fee study.

Staff does not recommend proceeding forward with bid alternates, including the pathway and landscape improvements at Delucchi Park, due to the high costs received from the low bidder.

Construction is expected to impact the 2025 summer concert series. The new lawn in Lions Wayside Park will require two to three months for establishment prior to use, so it will be closed for approximately the first two months of the summer concerts. The impact was communicated to and agreed upon by the Pleasanton Downtown Association (PDA) during the design phase of the project. Staff will work with the PDA during this coming year to determine a concert series solution for 2025.

RECOMMENDATION

1. Approve plans and specifications and award the project construction contract to Integra Construction Services, Inc., for the low bid amount of \$1,265,000.
2. Authorize the City Manager to enter into the project contract.

3. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change orders for a project contingency amount of \$127,000 (approximately 10 percent) for unforeseen yet necessary related work.
4. Authorize the City Manager to approve an amendment to the professional services agreement with Callander Associates in the amount of \$31,800 (for a total not-to-exceed contract amount of \$146,800) for construction support services.

BACKGROUND

The Lions Wayside and Delucchi Park renovation discussions started in the 1990s and went through three decades of master planning, but ultimately the City did not have the funding available to implement the \$10-12 million project as shown in the latest master plan supported by the regulatory agencies.

On February 7, 2023, the City Council directed staff to suspend work on the updated master plan and instead focus on constructing park improvements utilizing the available project budget of approximately \$1.9 million. The proposed improvements are designed to avoid impacts to Kottinger Creek, which the regulatory agencies (Army Corp of Engineers, California Department of Fish and Wildlife, and the Regional Water Quality Control Board) have jurisdiction over, to avoid triggering regulatory approvals.

On October 3, 2023, staff presented the City Council with two design concepts that could be constructed for the available budget. The City Council approved the concept with the bandstand located on the north side of the park - Concept A - with a bandstand that had more traditional aesthetics to ensure that it complements the historic character of the downtown. After the City Council's approval, staff had further discussions with summer concert series performers and musicians and presented to the City Council on March 5, 2024, alternative bandstands that would still meet the traditional aesthetics preferred by the City Council and also better meet the needs of the musicians. The City Council approved the revised staff recommended bandstand and staff proceeded to finalize the construction documents based on the approved design and bandstand.

DISCUSSION

The Lions Wayside and Delucchi Park Renovations project, CIP No. 06716, is a project that residents have been waiting to see constructed for almost two decades. The project is funded by Park Development Impact Fees that were collected in 2015/16. These impact fees must be specifically spent on park improvements. Moving forward with this project does not impact the City's General Fund, which is facing a structural deficit.

Park improvements will focus on the top priorities for Lions Wayside Park as determined during the Master Plan public outreach process; these priorities include the construction of a new bandstand, a larger lawn area, retention of the majority of the existing mature trees, a trail, gathering areas, and other supporting Lions Wayside Park amenities. Bid alternates to update the landscaping and pathway in Delucchi Park, adding a lawn seating area on the Firehouse Arts Center property, and proposed 4363-4377 First Street pathway improvements will not move forward at this time due to the high costs of the bid alternates.

Bids

Seven base bids ranging from \$1,265,000 to \$1,776,966 were received on July 17, 2024. The low base bid amount, submitted by Integra Construction Services Inc., in the amount of \$1,265,000, is approximately 19 percent lower than the Engineer's Estimate of \$1,560,000. Staff reviewed the bids and found the low bid responsive and responsible, and recommends awarding the construction contract to Integra Construction Services Inc., in the amount of \$1,265,000.

Integra Construction's bid alternate prices were in excess of \$120,000 higher than the bid average so staff does not recommend approval of any bid alternates. However, staff intends to work with the contractor to value engineer the bid alternates and will present to the City Council a change order request if the City and contractor are able to come to an agreement on bid alternate pricing.

Construction Support Services

Callander Associates Landscape Architecture will provide construction support services for the project, attending necessary construction meetings, reviewing and responding to Requests for Information (RFIs), shop drawings, and submittals, providing as-built drawings, and providing other support as needed by the City. Staff recommends awarding a contract amendment to Callander for the not-to-exceed amount of \$31,800.

Special Inspection and Testing

Under an existing on-call agreement with the City, GeoCon Consultants, Inc. will be providing the special inspection and testing services required for the construction of the bandstand. Staff recommends awarding a professional services agreement to GeoCon Consultants, Inc., for the not-to-exceed amount of \$18,250, for the necessary special inspection and testing services.

Maintenance and Programming

The proposed improvements at Lions Wayside Park will replace existing landscape improvements, so the maintenance costs will not change significantly. Staff will need to spend the first few months getting familiar with the maintenance requirements of the new amenities and some of the older park infrastructure, such as the irrigation system, will be replaced and should reduce the quantity and cost of repairs. The project will add a new bandstand structure that must be maintained every 5–10 years and will need to be replaced in the next 50 years. Additionally, there will be 9,700 square feet of new paved surfaces that will need to be maintained in the next 10–15 years and replaced in the next 75 years.

Schedule

The proposed schedule for the project:

Award of Contract	September 3, 2024
Start of Construction	September 2024
End of Construction	May 2025
Maintenance Period (new lawn area closed)	May through July 2025

The new lawn area in Lions Wayside Park will need to remain closed from May through July 2025 in order to establish the necessary root system for long-term success of the lawn and, as noted, will impact the summer Concert in the Park series. City staff will work with the PDA on developing a plan for the 2025 concerts.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Notice of Exemption (NOE) was filed for the renovation of the parks based on Categorical Exemption Class 2: replacement or reconstruction.

EQUITY AND SUSTAINABILITY

Approval of this action advances the Climate Action Plan (CAP 2.0) in Transportation and Land Use by promoting an effective alternative transportation system with walking and bicycling and providing greater park accessibility for all users.

OUTREACH

Staff conducted extensive public outreach leading up to the adoption of the 2014 Lions Wayside and Delucchi Parks Master Plan and then again for the 2022 updated Master Plan process. Outreach included meetings at the parks and existing public events such as the farmer's market and summer concert series; staff also posted project boards at the park and solicited feedback via an informal survey asking residents about their park priorities. Additionally, staff most recently presented the project to the Parks and Recreation Commission on September 8, 2022, and September 14, 2023, and to the City Council on April 12, 2022, February 2, 2023, October 3, 2023, and March 5, 2024.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 1 – Implement the four-year Capital Improvement Program (CIP) to complete design and construction of budgeted capital projects, and Strategy 7 – Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FISCAL IMPACT

The total Capital Improvement Program budget allocation for the Lions Wayside and Delucchi Park Renovations Project, CIP No. 06716, as of Fiscal Year 2024 (after the previous master planning process and previous work was completed) was \$1,927,378. Starting in FY 2023/24, the total estimated expenditures for this project was \$1,603,868, which includes actual expenditures in FY 2023/24 in the amount of \$159,376, and anticipated expenditures in the amount of \$1,444,492, related to the construction contract, construction support, and contingencies, leaving a project balance of \$323,510. Expenditures include design, construction award, contingency, support services, advertising, and other miscellaneous costs. The project funds are dedicated Park Development Impact Fees from FY 2015/16, which is funding that must be specifically spent on park improvements as per the related developer impact fee study. The funding and anticipated project expenditures are detailed in Attachment 2.

Prepared by:



Matthew Gruber, Landscape Architect
Siew-Chin Yeong, Director of Public Works

Submitted by:



Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Bid Comparison Matrix
2. Financial Expenditure Summary
3. Project Plans are available at: www.cityofpleasantonca.gov/business/bids

Bid Comparison Matrix											
Lions Wayside and Delucchi Park Renovations, CIP No. 06716											
				Engineers Estimate		Integra		Guera		Suarez & Munoz	
Total Base Bid				\$1,561,155.02		\$1,265,000.00		\$1,289,374.00		\$1,421,250.00	
Bid Alternates											
B-1	Delucchi Park Improvements	1	LS	\$163,790.00	\$163,790.00	\$200,000.00	\$200,000.00	\$141,700.00	\$141,700.00	\$112,000.00	\$112,000.00
B-2	Northern Property Improvements	1	LS	\$130,010.00	\$130,010.00	\$154,000.00	\$154,000.00	\$64,770.00	\$64,770.00	\$85,000.00	\$85,000.00
B-3	Firehouse Lawn Improvements	1	LS	\$15,440.00	\$15,440.00	\$68,000.00	\$68,000.00	\$14,464.00	\$14,464.00	\$14,000.00	\$14,000.00
B-4	SWPPP Compliance	1	LS	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$5,500.00	\$5,500.00	\$22,000.00	\$22,000.00
Total Bid Alternatives				\$319,240.00		\$447,000.00		\$226,434.00		\$233,000.00	
Total Base Bid + Bid Alternatives				\$1,880,395.02		\$1,712,000.00		\$1,515,808.00		\$1,654,250.00	

ELLA		Frontline		Odyssey		Kerex Engineering		Average Bid	
\$1,446,673.00		\$1,491,094.91		\$1,588,609.90		\$1,777,966.00		\$1,468,566.83	
\$214,000.00	\$214,000.00	\$135,014.66	\$135,014.66	\$178,390.00	\$178,390.00	\$190,000.00	\$190,000.00	\$167,300.67	\$167,300.67
\$157,000.00	\$157,000.00	\$86,825.54	\$86,825.54	\$92,950.00	\$92,950.00	\$75,000.00	\$75,000.00	\$102,220.79	\$102,220.79
\$54,000.00	\$54,000.00	\$26,493.96	\$26,493.96	\$33,090.00	\$33,090.00	\$30,000.00	\$30,000.00	\$34,292.57	\$34,292.57
\$40,000.00	\$40,000.00	\$31,866.00	\$31,866.00	\$5,075.00	\$5,075.00	\$18,000.00	\$18,000.00	\$21,063.00	\$21,063.00
\$465,000.00		\$280,200.16		\$309,505.00		\$313,000.00		\$324,877.02	
\$1,911,673.00		\$1,771,295.07		\$1,898,114.90		\$2,090,966.00		\$1,793,443.85	

**LIONS WAYSIDE & DELUCCHI
PARKS CIP NO. 06716
08/20/2024**

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2013-24 CIP Allocation (F221- Park CIP)	\$228,077	
2016-24 CIP Allocation (F222- Park Development Impact Fees)	4,500,000	
Total Project Funding to Date		\$4,728,077
Prior Project Expenditures FY 2013-23	\$2,800,699	
Available Park Renovation Budget at end of FY23		\$1,927,378
<u>Project Expenditures to Date as of FY24</u>		
Callander Associates, Inc. - Preliminary Design	\$26,407	
Callander Associates, Inc. - Construction Documents	112,968	
Kier & Wright - On Call Survey Services	20,000	
Total Project Expenditures to Date	\$159,376	
<u>Anticipated Project Expenditures to Date</u>		
Advertising	\$411	
Callander Associates, Inc - Construction Documents Encumbrance	\$2,032	
Integra Construction Services Inc. - Construction Contract	1,265,000	
Integra Construction Services Inc. - Contingency (approximately 10%)	127,000	
Callander Associates, Inc - Construction Support - Amendment No. 1	31,800	
Geocon - On call Geotechnical Special Inspection & Testing Services	18,250	
Total Anticipated Project Expenditures to Date	\$1,444,492	
TOTAL PROJECT EXPENDITURES		\$1,603,868
<u>Funding Balance/ (Shortfall)</u>		
Project Balance		\$323,510

Bid Advertisement can be found here: <https://www.cityofpleasantonca.gov/business/bids/>

LIONS WAYSIDE AND DELUCCHI PARK RENOVATIONS

CITY OF PLEASANTON, CIP NO. 06716

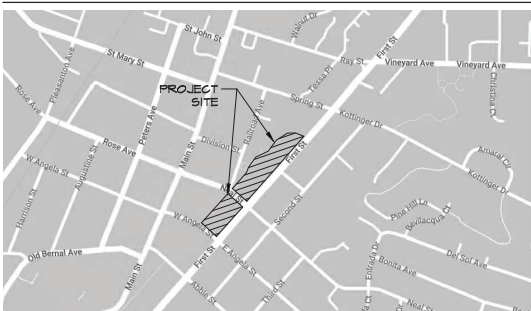
June 18, 2024

VICINITY MAP



SOURCE: 2025 GOOGLE MAPS

LOCATION MAP



SOURCE: 2025 GOOGLE MAPS

GENERAL NOTES

1. COMPOSITE BASE SHEET: THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS ARE SUPERIMPOSED ON A BASE SHEET. THIS BASE SHEET IS COMPILED FROM THE TOPOGRAPHIC SURVEY, OTHER ARCHITECTURAL AND/OR ENGINEERING DOCUMENTS, AND OTHER DATA AS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT. THIS BASE SHEET INFORMATION IS SHOWN IN HALF TONE ON THE PLANS. THE COMPOSITE BASE SHEET IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS AND INCORPORATING/INTEGRATING ALL CONSTRUCTION AS REQUIRED TO ACCOMMODATE SAME. IMPROVEMENTS MAY VARY FROM ACTUAL FIELD CONDITIONS.

THE BASE SHEET SOURCE FOR THESE DRAWINGS IS:

1. TOPOGRAPHIC SURVEY OF LIONS WAYSIDE & DELUCCHI PARK, SHEET C1.0 - C1.1, JOB # A23306-1, PREPARED BY KIER+WRIGHT, 8/23/23, (425) 243-8788
2. UTILITIES: PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. MOST UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF THE U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 811. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.

THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION, AND DEPTHS OF SUCH UNDERGROUND UTILITIES.
3. TREE PROTECTION REQUIREMENTS: ALL TRENCHING WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN SHALL BE BY HAND, WITH CARE TAKEN NOT TO CUT OR DAMAGE ROOTS OVER 1-INCH DIAMETER. EXISTING TREES TO REMAIN SHALL BE PROTECTED PER SPECIFICATIONS.
4. CITY STANDARDS: ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF PLEASANTON. STANDARD SPECIFICATIONS AND DETAILS ARE AVAILABLE IN THE OFFICE OF THE CITY ENGINEER.
5. INSPECTIONS: THE OFFICE OF PUBLIC WORKS INSPECTION (PHONE 925-431-5680) SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF ANY WORK BY THE CONTRACTOR OR SUBCONTRACTORS.

THE PUBLIC WORKS DEPARTMENT (925-431-5680) SHALL BE NOTIFIED 24 HOURS PRIOR TO THE START OF ANY WORK BY THE CONTRACTOR OR SUBCONTRACTORS.
6. FIELD CHANGES: THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.
7. CONSTRUCTION STAKING: THE OFFICE OF PUBLIC WORKS (PHONE 925-431-5680) SHALL BE NOTIFIED 48 HOURS PRIOR TO THE REQUIREMENT FOR SURVEY STAKES. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE PAID FOR BY THE CONTRACTOR ON A TIME AND MATERIALS BASIS.
8. CONSTRUCTION ACCESS: CONTRACTOR SHALL MAINTAIN ACCESS FOR PEDESTRIANS DURING CONSTRUCTION.
9. JOB SITE CONDITIONS: THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY EXISTING IMPROVEMENTS DAMAGED DURING THE COURSE OF CONSTRUCTION TO THE SATISFACTION OF THE ENGINEER.
10. CLARIFICATIONS: SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
11. EXISTING UTILITIES: EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION UNLESS OTHERWISE SHOWN.

ALL EXISTING UTILITIES AND PRIVATE IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.
12. STATE STANDARD SPECIFICATIONS: REFERENCES TO THE STATE STANDARD SPECIFICATIONS AND STANDARD PLANS MEANS THE DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS AND STANDARD PLANS, CURRENT EDITION.
13. USA MARKINGS: CONTRACTOR SHALL REMOVE ALL U.S.A. MARKINGS UPON COMPLETION OF THE PROJECT.
14. HAUL ROUTES: HAUL ROUTE SHALL BE AS INDICATED ON THE VICINITY MAP UNLESS OTHERWISE DIRECTED BY THE CITY.
15. EXISTING LANDSCAPE: ALL AFFECTED LANDSCAPING SHALL BE REPLACED TO MATCH EX. CONDITIONS OR TO THE SATISFACTION OF THE CITY ENGINEER.
16. QUANTITIES AND PAY ITEMS: ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON HORIZONTAL MEASUREMENTS.

SHEET SCHEDULE

SHEET#	SERIES #	SHEET TITLE
1	L1.0	COVER SHEET
2-3	L2.0-L2.1	EROSION CONTROL PLAN
4	L2.2	POLLUTION PREVENTION BMP
5-7	L3.0-L3.2	DEMOLITION PLAN
8-10	L4.0-L4.2	GRADING AND DRAINAGE PLAN
11-12	L5.0-L5.1	SITE CONSTRUCTION PLAN
13-15	L6.0-L6.2	LAYOUT PLAN
16-17	L7.0-L7.1	IRRIGATION PLAN
18	L7.2	LANDSCAPE DOCUMENTATION
19-20	L8.0-L8.1	PLANTING PLAN
21-30	L9.0-L9.9	CONSTRUCTION DETAILS
31	E0.1	SYMBOLS, ABBREVIATIONS, CODES, STANDARDS, NOTES & SHEET INDEX
32	E0.2	CALIFORNIA ENERGY COMPLIANCE TITLE 24 BUILDING EXTERIOR
33	E1.1	ELECTRICAL SINGLE DIAGRAM AND DETAILS
34	E1.2	ELECTRICAL DETAILS
35	E2.1	OVERALL SITE PLAN
36	E2.1D	DEMOLITION SITE PLAN & NOTES
37-38	E2.2- E2.3	NEW PARTIAL SITE PLAN
39	E6.1	ELECTRICAL DETAILS
40-41	S0.1-S0.1	STRUCTURAL DRAWINGS

BID ALTERNATES

THE FOLLOWING ITEMS ARE DEFERRED SUBMITTALS. CONTRACTOR SHALL PREPARE STRUCTURAL CALCULATIONS AND ASSOCIATED DRAWINGS REQUIRED FOR CITY BUILDING DEPARTMENT REVIEW AND PERMIT ISSUANCE FOR:

1. FESTOON LIGHT POLE FOOTINGS

BID ALTERNATES

1. BID ALTERNATE #1: DELUCCHI PARK IMPROVEMENTS
2. BID ALTERNATE #2: NORTHERN PROPERTY IMPROVEMENTS
3. BID ALTERNATE #3: FIREHOUSE LAWN IMPROVEMENTS
4. BID ALTERNATE #4: SWPPP COMPLIANCE

SIGNATURES

Adam M. Nelkie 6-20-2024
DATE
CITY ENGINEER
ADAM M. NELKIE
P.E. 78830
EXPIRES 9/30/25



PROJECT TEAM

CLIENT:	LANDSCAPE ARCHITECT / PRIME CONSULTANT:	CIVIL ENGINEER	ELECTRICAL ENGINEER	STRUCTURAL ENGINEER
CITY OF PLEASANTON 200 OLD BERNAL AVENUE PLEASANTON, CA 94566 CONTACT: MATT GRUBER, CITY LANDSCAPE ARCHITECT (925) 431-5672	CALLANDER ASSOCIATES, LANDSCAPE ARCHITECTURE, INC. 2025 GATEWAY PLACE, SUITE 205 SAN JOSE, CA 95110 CONTACT: GRANT HUANG, PROJECT MANAGER (408) 275-0565	BKF ENGINEERS 255 SHORELINE DRIVE, SUITE 200, REDWOOD CITY, CA 94065 CONTACT: CUONG TRAN, PROJECT MANAGER (650) 482-6362	AURUM CONSULTING ENGINEERS 179B TECHNOLOGY DRIVE, SUITE 242, SAN JOSE, CA 95110 CONTACT: NAJIB ANHARY (650) 482-6422	RW CONSULTING ENGINEERS INC 1450 HARBOR BOULEVARD, SUITE F, WEST SACRAMENTO, CA 95691 CONTACT: GREG RICHARDS (916) 716-9610

BID SUBMITTAL

REV.	DATE	DESCRIPTION	THE CITY OF PLEASANTON	CITY OF PLEASANTON Department of Public Works	ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25	LIONS WAYSIDE & DELUCCHI PARK RENOVATION (Project No. 06716) COVER SHEET	DESIGN: GH DRAWN: BN CHECKED: BW/DR	SCALE: AS SHOWN PROJECT NO.: CIP-06716 DATE: JUNE 18, 2024	DWG NO. L1.0 1 OF 41
1/3/24	50 % Submittal								
5/7/24	90 % Submittal								
6/18/24	Bid Submittal								

CITY COUNCIL AGENDA REPORT

September 3, 2024
Public Works - Operations Division

TITLE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH WATER RESOURCES ECONOMICS, LLC FOR A NOT-TO-EXCEED AMOUNT OF \$217,304 FOR WATER AND SEWER RATE AND CONNECTION FEE CONSULTING SERVICES AND APPROVE BUDGET AMENDMENTS TO THE WATER OPERATING FUND AND SEWER OPERATING FUND

SUMMARY

In November 2023, the City Council approved water and sewer rates effective from January 1, 2024, through December 31, 2025. To prepare for the subsequent water rate period, the City issued a Request for Qualifications (RFQ #PWD 24.603) in June 2024 for consulting services to conduct water and sewer rate and connection fee studies. This upcoming water and sewer rate study will be aligned with the capital improvement needs to be identified in the Water System Management Plan and the Sewer System Management Plan. Staff reviewed three Statements of Qualifications (SOQs) received in response to the RFQ and identified Water Resources Economics, LLC, as the most qualified firm to undertake the study. Staff recommends the City Council authorize the City Manager to enter a professional services contract with Water Resources Economics, LLC, in an amount not to exceed \$217,304, inclusive of a 15 percent contingency.

RECOMMENDATION

1. Approve a professional services agreement with Water Resources Economics, LLC for a not-to-exceed amount of \$217,304 for water and sewer rate and connection fee consulting services.
2. Approve budget amendments by increasing professional services appropriation in the Water Operating Fund (420) and Sewer Operating Fund (430) by \$35,000 and \$45,000, respectively.

BACKGROUND

The City's water and sewer utility services are managed as enterprise funds, adhering to strict fiscal management practices that require these funds to be fee-based. In accordance with State law, the cost of delivered water is charged at the actual cost of service, ensuring that no profit is made. Any surplus revenues at the end of the fiscal year are allocated to offset costs in future years.

For sanitary sewer services, the fees, rates, and charges must cover all costs incurred by the City, Dublin San Ramon Services District (DSRSD), and the City of Livermore. This includes capital, operational, maintenance, administrative, and monitoring costs as outlined in Pleasanton Municipal Code Chapter 15.20.30.

Water customers in Pleasanton fund the costs associated with purchasing water from the Zone 7 Water Agency (Zone 7), which includes water purchased from groundwater wells, treatment, transportation through pipes and pump stations, and compliance with federal and state water quality standards. In November 2023, the City Council approved a 30% increase in water rates for 2024 and a 12% increase for 2025. At that time, it was noted that biannually (every two years), a new water rate study would be conducted to assess and propose water rates for periods beyond December 2025, reflecting current costs and allowing for future adjustments to account for increases in Zone 7 water costs and other operational and capital improvement expenses based on the Water System Management Plan (WSMP).

The City's sewer infrastructure comprises more than 270 miles of sewer pipelines and 10 sewage pump stations. The current sewer rate, adjusted based on the Consumer Price Index (CPI), applies to local sewer rates and charges until June 30, 2026, as specified in the Master Fee Schedule (Resolution No. 92-100). The City is currently updating the Sewer System Management Plan (SMMP), with completion expected in 2025. This plan will outline future major maintenance projects, and a consultant will be selected to review the SMMP recommendations and conduct the sewer rate analysis and evaluation.

DISCUSSION

The City received three statements of qualifications (SOQs) in response to the RFQ which was announced via the City's website and Bidnet Direct. The intended scope of work included three phases. The first phase establishes a framework by which the rate and connection fee studies will be conducted while performing community outreach. This second phase includes the financial analysis of the water, recycled water, and sewer systems including a cost of service analysis and determining the rate design/structure. The third phase includes assisting City staff with the rate and connection fee adoption process. Details are provided in Exhibit A of Attachment 1.

The three firms that submitted SOQs were:

- The Shpigler Group
- Raftelis Financial Consultants, Inc.
- Water Resources Economics, LLC

Staff rated all three firms and interviewed two of the firms. Based on the evaluation criteria in the RFQ, review of the SOQs, and evaluation of the presentations and responses to questions in the interviews, staff determined the most qualified and well-suited firm for the project is Water Resources Economics, LLC. The firm's president, Sanjay Gaur, will be the project director. He and several of his key staff have previously worked with the City and so have experience with Pleasanton's water rate structure. In addition to meeting all the technical criteria and having lower hourly rates (as compared to the other firm that was interviewed), Mr. Gaur and his team presented a thoughtful, methodical approach the review panel believed would be the best for Pleasanton including attendance at four Water Advisory Group meetings and two City Council meetings.

Staff and the consultant have prepared a working timeline to provide sufficient time for community engagement, City Council review and to meet the timing prescribed by the Proposition 218 process regarding notification to ratepayers.

Activity	Target Completion Date
Council approval of contract	September 2024
Award contract	October 2024
Start of Rate/Connection Fee Studies	October 2024
Council, Community Advisory Team, and staff workshops	October 2024 – May 2025
Final Rate/Connection Fee Studies Report	June 2025
Council Presentation on Rate/Connection Fee Studies Report	July 2025
Council Adoption on Rate/Connection Fees	September 2025
Effective dates for new water rates and connection fees	January 2026
Effective dates for new sewer rates	July 2026

EQUITY AND SUSTAINABILITY

As a full-service municipality, the City provides a wide range of services and programs to meet the needs of all community members. Completing of the water and sewer connection fee study will provide information intended to support the fiscal sustainability of the City's enterprise funds.

OUTREACH

This RFQ was posted on the City's website and Bidnet Direct. Furthermore, as part of the rate study process, a number of Pleasanton Water Advisory Group and City Council meetings will be conducted to receive community feedback.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton strategic plan goal of *Funding our Future*, Strategy 3 - Evaluate and update enterprise revenue sources, including utility rates, and connection and user fees to address growth and meet current needs.

FISCAL IMPACT

The current budget in the Water Operating Fund (420) includes \$80,000 for both the connection fee and water rate studies, and the Sewer Operating Fund (430) includes \$50,000. Staff recommends the City Council approve budget amendments to increase the professional services appropriation by \$35,000 for a new total of \$115,000 in the Water Operating Fund and \$45,000 for a new total of \$95,000 in the Sewer Operating Fund to fund this study. Approximately 90 percent of the total contract amount will be spent in FY 2024/25. The study is planned to be completed in September 2025.

Prepared by:



Ryan Smith, Assistant Dir. of Public Works - Utilities

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Professional Services Agreement with Water Resources Economics, LLC

**PROFESSIONAL SERVICES AGREEMENT
WATER & SEWER RATE AND CONNECTION FEE STUDIES
RFP PWD 24.603**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of September 2024, between the **CITY OF PLEASANTON**, a municipal corporation (“City”), and **Water Resources Economics, LLC**, whose address is 10830 Pickford Way, Culver City, CA 90230 and telephone number is 213.327.4405 (“Consultant”).

RECITALS

A. Consultant is qualified to and experienced to provide consulting services for Water and Sewer Rates and Connection Fee Studies in accordance with the City’s regulations, for the purposes specified in this Agreement.

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

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

1. **Consultant’s Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A**. Consultant shall provide said services at that time, place and in the manner specified in **Exhibit B**.
2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in **Exhibit A**, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in **Exhibit A** according to the terms and conditions set forth in **Exhibit A**.
3. **Terms**. This contract shall commence on the date written above and will expire on December 31, 2025.
4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in **Exhibit B**. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Compensation for services and reimbursement for costs shall not exceed **\$217,304** for the term of this Agreement, which includes a 15% contingency for unforeseen circumstances and related extra services as determined necessary by the City. Payment of such contingency funds is not guaranteed to Consultant unless the City requests such extra services.
 - a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.
 - b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted

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

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. Both Consultant and City shall jointly own any and all work product created by the Consultant on behalf of City pursuant to this Agreement. Nothing herein shall result in the transfer of any ownership rights from Consultant to City for any previously created and/or copyrighted material owned by Consultant. To the extent that the work product created by Consultant for City incorporates any such previously created and/or copyrighted material into such work product, Consultant grants to City an irrevocable and unrestricted license to use such previously created and/or copyrighted material for City's internal use. The City shall ensure that these editable materials, including MS Word training PowerPoint presentations, are used only for City's internal use and, unless required by law, not released or made available via internet, on disk, or otherwise to anyone outside the City business operations.

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

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

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

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The

City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

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

- a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its sub-consultants and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
- c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.
- d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.
- e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.
- f. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

- g. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.
- h. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

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

To Consultant: _____

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

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

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

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

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

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

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

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

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

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

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

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

THIS AGREEMENT executed the date and year first above written.

**CITY OF PLEASANTON
LLC**

CONSULTANT - WATER RESOURCES ECONOMICS,

Gerry Beaudin, City Manager

By:

Signature

ATTEST:

Sanjay Gaur
Print name

Jocelyn Kwong, City Clerk

Its:

Founder/President

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

EXHIBIT A

Water and Sewer Rate and Connection Fee Studies

SCOPE OF WORK/SCHEDULE OF DELIVERABLES

The following is a general scope of work developed by City staff. The final scope of work will be developed with input from the selected Consultant.

The City desires a detailed rate study for the City's water, recycled water, and sewer systems that establishes cost based, fair and equitable rates consistent with legally supported industry standards including Proposition 218. The recommended rates should be stable in both their ability to provide adequate revenues to meet the full financial requirements and the customer's perception of the rates from year to year. This rate study will also include updating the drought/water shortage rates. The last water rate study was in 2023. The City implemented Consumer Price Index (CPI) increases for sewer for FY24 and FY25. This rate study will cover two years for both water and sewer rates.

The City also desires a detailed connection fee study for the City's water, recycled water, and sewer systems that establishes cost based, fair and equitable fees consistent with legally supported industry standards including Proposition 218. The City is currently underway with a water and sewer connection fee study. The plan is to have the fees adopted by Council in September 2024 and effective by January 1, 2025.

The City is looking for a phased approach to the project that will require meetings with City staff including the finance committee, council workshops/meetings, and public presentations. The number of meetings, workshops, and presentations and the consultant's level of involvement will be determined after the consultant is selected and the scope of work is further defined.

Phase 1: Rate/Connection Fee Studies Framework and Community Outreach

The objectives of phase 1 are to establish a framework for which the rate and connection fee studies will be conducted while conducting community outreach services. As part of this phase the consultant shall confirm the City's major drivers and goals for the rate and connection fee studies, provide an overview of the rate study process including legal requirements, understand the City's O&M, capital, and financial planning practices, and discuss potential modifications to the existing rate structure at a policy level that can help achieve the City's goals. By the completion of this phase, the consultant shall have established a framework for the rate and connection fee studies with buy-in at a policy level from the City that will serve as the basis for the technical analysis. This phase will include multiple meetings with Council and community members. The consultant shall have a community outreach program.

Phase 2: Technical Analysis

This phase includes the financial analysis, cost of service analysis, and the rate design.

Financial Analysis

The financial analysis will analyze the financial status of the water, recycled water and sewer systems by projecting the expenses of each utility system and determining if overall rate adjustments are needed to meet the full revenue requirements. The revenue requirements should sufficiently fund the utility's O&M, debt service, capital expenses, and reserves. The City anticipates conducting the financial analysis with a 5-year projected time frame and on a cash basis approach. Over the next few years, the City will be updating the master plan documents for each utility system as well as implementing asset management. In 2023, the City went through the water rate process and the Council adopted the following rate revenue adjustment: 30% effective January 1, 2024, and 12% effective January 1, 2025. The Council also approved annual CPI increases for sewer effective January 1, 2024, and July 1, 2024. This rate study will include a preliminary 10-year CIP.

Cost of Services

The objective of the cost of services analysis is to ensure that revenue requirements are equitably distributed to ratepayers commensurate with their service requirements. The outcomes of the analysis are to have the revenue requirements determined as part of the financial analysis allocated among the customer classes and to derive average unit costs to be used during the rate design. The analysis shall utilize generally accepted methodologies such as that outlined in the American Water Works Association (AWWA) Manual M1. The consultant will review and evaluate the current connection fee program and policies compared to standard industry practice and relevant law.

Rate Design

The rate design shall work within legal framework and industry standards to recover expenses and best support the various City goals discussed in phase 1. During this phase, proposed rate structures will be developed for each utility system that include alternative analyses with pros, cons, and rate impacts quantified for the City's review. The analysis will also compare proposed rates for each utility with that of neighboring and comparable cities. The rate design will be finalized based on comments and direction provided by the City.

In addition to the rate design, other miscellaneous water and sewer related fees and charges imposed by the City (as shown in City's Master Fee Schedule) will be reviewed and evaluated with recommendations for updating.

The financial model used by the consultant shall be the property of the City upon completion of the project. The model shall be user-friendly, in a program currently utilized by City staff (such as Microsoft Excel), have the ability to easily analyze the impact due to changes in assumptions or rate structures, and include a written training type manual in Microsoft Word.

Phase 3: Rate and Connection Fee Adoption and Additional Services

A final component of this engagement will be assisting City staff with the rate and connection fee adoption process. This includes documenting the rate and connection fee studies results to serve as the City's administrative record and a public education tool about the proposed changes, rational and justification behind the changes, and their anticipated financial impacts. Other tasks related to customer education and outreach will be defined after selection of the consultant and further development of the scope.

Additional tasks that may be included in the final scope of work include training staff on the processing of pertinent rate-setting information and updating the financial model.

Tentative Timeline:

Activity	Target Completion Date
Council approval of contract	September 2024
Award contract	October 2024
Start of Rate/Connection Fee Studies	October 2024
Council, Community Advisory Team, and staff workshops	October 2024 – May 2025
Final Rate/Connection Fee Studies Report	June 2025
Council Presentation on Rate/Connection Fee Studies Report	July 2025
Council Adoption on Rate/Connection Fees	September 2025
Effective dates for new water rates and connection fees	January 2026
Effective dates for new sewer rates	July 2026

EXHIBIT B

Water & Sewer Rate and Connection Fee Studies

City of Pleasanton

PROPOSED FEES

Project Tasks	Number of Meetings		Billable Hours			Proposed Fees			Water/Sewer Split		
	Virtual Meetings	In-Person Meetings	Sanjay Gaur (Project Director)	Nancy Phan (Project Manager)	Charles Diamond / Hannah Phan (Project Analyst)	Reimbursed Expenses	Consultant Fees	Total	Water	Sewer	Total
Task 1: Project Management and Initiation	1	0	4	10	6	\$0	\$5,060	\$5,060	\$2,530	\$2,530	\$5,060
Task 2: Policy Objectives Workshop	1	0	4	6	6	\$0	\$4,060	\$4,060	\$2,030	\$2,030	\$4,060
Task 3: Rate and Connection Fee Framework	2	0	10	10	10	\$0	\$7,850	\$7,850	\$3,925	\$3,925	\$7,850
Task 4: Community Outreach Workshops (PWAG)	4	0	16	16	8	\$0	\$10,880	\$10,880	\$5,440	\$5,440	\$10,880
Task 5: Water and Sewer Connection Fees	2	0	4	20	30	\$0	\$12,600	\$12,600	\$6,300	\$6,300	\$12,600
Task 6: Financial Plan Development	4	0	8	30	50	\$0	\$20,600	\$20,600	\$10,300	\$10,300	\$20,600
Task 7: Cost-of-Service Analyses	2	0	4	20	40	\$0	\$14,700	\$14,700	\$7,350	\$7,350	\$14,700
Task 8: Water, Sewer, and Recycled Water Rate Design	4	0	4	30	40	\$0	\$17,200	\$17,200	\$8,600	\$8,600	\$17,200
Task 9: Water and Sewer Rate Survey	1	0	2	5	20	\$0	\$6,100	\$6,100	\$3,050	\$3,050	\$6,100
Task 10: Water Shortage Rates	1	0	4	10	20	\$0	\$8,000	\$8,000	\$8,000	\$0	\$8,000
Task 11: Miscellaneous Fees	1	0	4	10	20	\$0	\$8,000	\$8,000	\$4,000	\$4,000	\$8,000
Task 12: Draft and Final Report Preparation	1	0	8	50	80	\$0	\$31,900	\$31,900	\$15,950	\$15,950	\$31,900
Task 13: Stakeholder Meetings and Public Hearing	0	3	36	36	6	\$6,000	\$21,960	\$27,960	\$13,980	\$13,980	\$27,960
Task 14: Social Media Campaign*	2	0	2	20	40	\$0	\$14,050	\$14,050	\$7,025	\$7,025	\$14,050
Total	26	3	110	273	376	\$6,000	\$182,960	\$188,960	\$98,480	\$90,480	\$188,960

Fee Details

Est. Reimbursed Expenses per Meeting: \$2000

Hourly Billing Rate - Sanjay Gaur: \$325

Hourly Billing Rate - Nancy Phan: \$250

Hourly Billing Rate - Charles Diamond / Hannah Phan: \$210

**A majority of social media campaign work will be subcontracted out*

CITY COUNCIL AGENDA REPORT

September 3, 2024
Public Works - Engineering Division

TITLE: APPROVE PLANS AND SPECIFICATIONS AND AWARD A CONSTRUCTION CONTRACT TO SILICON VALLEY PAVING, INC. IN THE AMOUNT OF \$406,319 WITH AN APPROXIMATELY 10 PERCENT CONTINGENCY OF \$41,000 FOR THE ANNUAL COURT RESURFACING PROJECT AT THE FAIRLANDS PARK AND TENNIS AND COMMUNITY PARK AND APPROVE BUDGET AMENDMENTS TO THE PARK CIP GENERAL FUND (FUND 221)

SUMMARY

This project will perform essential maintenance to address safety concerns and extend the life of two tennis courts at Fairland Park. In addition, the project will convert court 10 at the Tennis and Community Park to four pickleball courts paid for by Lifetime Tennis. The remaining courts 1-12 at Tennis and Community Park have reached their expected life and need maintenance to prevent further deterioration on some of the most frequently used courts in the community.

The project was initially bid in July 2024; however, due to receiving one bid for twice the Engineer's Estimate, staff recommends rejecting the bid received from July 11. The project was rebid, and on August 14, 2024 the City received five bids. Staff recommends awarding the contract to the lowest responsive bidder, Silicon Valley Paving, Inc., for the low bid amount of \$371,796 and including the bid alternative for resurfacing courts 1 – 9, 11, and 12 at Tennis and Community Park in the amount of \$34,523, for a total bid amount of \$406,319, with a contingency of \$41,000 (approximately 10 percent).

Construction is expected to occur from September to late November 2024.

RECOMMENDATION

1. Reject all bids received on July 11 for the Annual Court Resurfacing project at the Fairlands Park and Tennis and Community Park.
2. Approve plans and specifications and award the project construction contract to Silicon Valley Paving, Inc., for the low bid amount of \$371,796, and the bid alternative in the amount of \$34,523, for a total bid amount of \$406,319.
3. Authorize the City Manager to enter into the project contract.
4. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change orders for a project contingency amount of \$41,000 (approximately 10 percent) for unforeseen yet necessary related work.
5. Approve budget amendments in the Park CIP - General Fund (Fund 221) by increasing revenue by \$100,000 and also increasing expenditure for the Annual Court Resurfacing project by \$100,000.

BACKGROUND

City staff analyzes the courts within the park system annually to prioritize which courts need to be renovated. The tennis courts at Fairlands Park were identified as the top priority courts as the court surface has exceeded its life expectancy and has failed in some sections, creating safety concerns. The courts have not been resurfaced in the past 10 years; generally, courts are recommended for resurfacing every five to seven years. The project will repair, repaint, and stripe the two courts, including fence repairs and replacing the furnishings that have also exceeded their life expectancy and need to be maintained to address deterioration and preclude more costly repair and/or replacement in the future.

In 2023, the City and Lifetime Tennis entered into an agreement which included a provision for Lifetime to contribute \$100,000 for the City to convert tennis court 10 into pickleball courts; this provision expires on December 31, 2024. The cost of the conversion would be \$34,523. The court surfaces on the remaining courts 1-12 at Tennis and Community Park have reached their useful life and need preventative maintenance to be repainted and striped to prevent further deterioration of some of the most frequently used courts in the community. The remainder of Lifetime's contribution will be applied toward the needed court resurfacing.

Notably, the project will extend the useful life of all thirteen courts an additional seven years, thus reducing the current maintenance costs while mitigating potential safety concerns.

DISCUSSION

Construction drawings were completed in June 2024, and the project was advertised for bid in mid-June 2024. A bid opening was held on July 11, with one bid received at a cost more than twice the Engineer's Estimate. As part of the City Council actions, it is recommended that the bid for the project from the July 11 bid opening be rejected. The project was repackaged to address potential bidder concerns and re-bid in July 2024 (Attachment 3) with a bid opening date of August 14.

Bids

Five bids were received on August 14, 2024, with the base bid ranging from \$371,796 to \$554,987 (shown on Attachment 1). The low bid amount, submitted by Silicon Valley Paving, Inc., in the amount of \$371,796, is approximately 9 percent lower than the Engineer's Estimate of \$407,000. Staff reviewed the bids and found the low bid responsive and responsible, and recommends awarding the construction contract to Silicon Valley Paving, Inc., in the amount of \$371,796, including the base bid alternative amount of \$34,523 for a total contract amount of \$406,319.

Schedule

The work has been coordinated with the regional well work that will be taking place at Tennis and Community Park. Although the work will potentially be impacted by wet weather and the duration of the project extended, the time of construction allowed for lower pricing and will reduce the overall impact during peak court usage.

The proposed schedule for the project is:

Award of Contract	September 3, 2024
Start of Construction	September 2024
End of Construction	November 2024

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Notice of Exemption (NOE) was filed for the renovation of the parks based on Categorical Exemption Class 2: replacement or reconstruction.

EQUITY AND SUSTAINABILITY

Approval of this action sustains recreational opportunities for all residents.

OUTREACH

Construction notices and project information will be posted on the City's website prior to the start of construction.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment, Strategy 1* – Implement the four-year Capital Improvement Program (CIP) to complete the design and construction of budgeted capital projects and Strategy 7 – Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FISCAL IMPACT

The total Capital Improvement Program budget allocation for the Annual Court Resurfacing – Fairlands Park and Tennis and Community Park project, CIP No. 24744, is \$600,000, including a reimbursement of \$100,000 from Lifetime Tennis and a \$100,000 reduction in CIP 24744 from the March 19, 2024 staff recommendation for mid-term budget re-allocations. The anticipated total expenditure for this project is \$463,466, leaving a balance of \$136,534. Expenditures include construction award, contingency, and other miscellaneous costs. The funding and anticipated project expenditures are detailed in Attachment 2.

Prepared by:



Adam Nelkie, Assistant Dir.
of Public Works -
Engineering

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Bid Comparison Matrix
2. Financial Expenditure Summary
3. Project plans and specifications can be found at [www](http://www.pleasantonca.gov)

Bid Comparison Matrix									
Annual Court Resurfacing - Fairlands Park and Tennis and Community Park, CIP No. 24744									
				Engineers Estimate	SVP	Catos	Zara	Radius	Vintage
Total Base Bid				\$407,148.00	\$371,796.27	\$440,646.94	\$481,782.00	\$493,626.76	\$554,986.50
Total Bid Alternative				\$41,427.00	\$34,522.50	\$27,618.00	\$52,474.20	\$33,417.78	\$48,331.50

Total Base Bid + Bid Alternative				\$448,575.00	\$406,318.77	\$468,264.94	\$534,256.20	\$527,044.54	\$603,318.00
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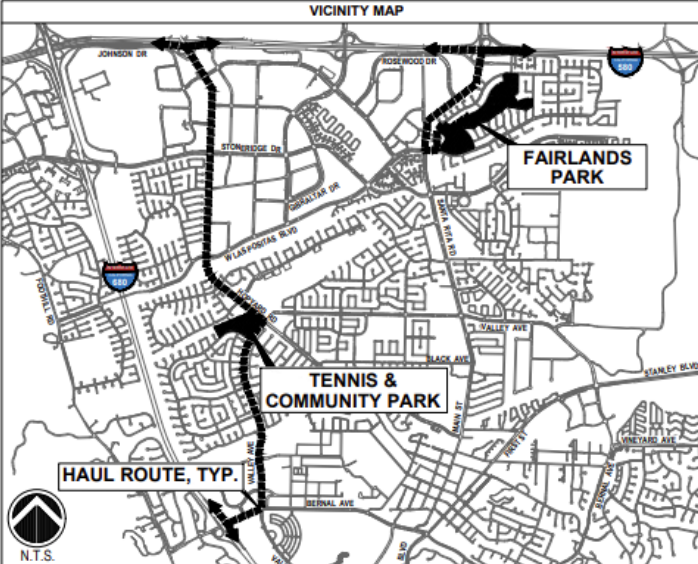
	Subcontractors													
	First Serve Productions						\$225,800				\$197,400		\$250,000	
	Bailey Fence Company								\$50,000					
	All Seasons Tree Service								\$3,500		\$2,070			
	American Asphalt													\$89,000
	Green Constructors													\$9,000
	Percent of work				n/a		60.7%		12.1%		41.4%		50.6%	17.7%

**ANNUAL COURT RESURFACING - FAIRLANDS PARK AND TENNIS AND
COMMUNITY PARK
CIP NO. 24744
09/03/24**

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2023-24 CIP Allocation (F221- Park CIP)	\$100,000*	
2024-25 CIP Allocation (F221- Park CIP)	\$400,000	
Total Project Funding to Date		\$500,000
<u>Project Expenditures to Date as of FY24</u>		
CEQA Notice of Exemption Filing Fee	\$50	
Total Project Expenditures to Date	\$50	
<u>Anticipated Project Expenditures to Date</u>		
Various court furnishings and equipment	\$15,000	
Advertising	1,097	
Silicon Valley Paving, Inc. - Construction Contract	406,319	
Silicon Valley Paving, Inc. - Contingency (approximately 10%)	41,000	
Total Anticipated Project Expenditures to Date	\$463,416	
TOTAL PROJECT EXPENDITURES		\$463,466
<u>Funding Balance/ (Shortfall)</u>		
Project Balance		\$36,534
Reimbursement - Lifetime Tennis (Fund 221)		\$100,000
		\$136,534

*The current budget is \$200,000; however, staff intends to reduce the budget to \$100,000 per the March 19, 2024 City Council agenda report regarding the staff recommendations for mid-term budget re-allocation of existing non-restricted funds within the capital improvement program to fund recently identified safety-related projects

: Project Plans and Specifications can be found here: www.cityofpleasantonca.gov/business/bids

CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT ANNUAL COURT RESURFACING FAIRLANDS AND TENNIS & COMMUNITY PARKS - CIP NO. 24744 BID SUBMITTAL SET				 ADAM M. NELKIE, CITY ENGINEER																																																
		ABBREVIATION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>AB</td> <td>AGGREGATE BASE</td> <td>NTS</td> <td>NOT TO SCALE</td> </tr> <tr> <td>AC</td> <td>ASPHALT CONCRETE</td> <td>ST</td> <td>STREET</td> </tr> <tr> <td>DR</td> <td>DRIVE</td> <td>TYP</td> <td>TYPICAL</td> </tr> <tr> <td>EX</td> <td>EXISTING</td> <td>"</td> <td>INCH</td> </tr> <tr> <td>MIN</td> <td>MINIMUM</td> <td>'</td> <td>FEET</td> </tr> </table>		AB	AGGREGATE BASE	NTS	NOT TO SCALE	AC	ASPHALT CONCRETE	ST	STREET	DR	DRIVE	TYP	TYPICAL	EX	EXISTING	"	INCH	MIN	MINIMUM	'	FEET	SHEET INDEX <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>SHEET NO.</th> <th>DWG NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>L1</td> <td>COVER SHEET</td> </tr> <tr> <td>2</td> <td>L2</td> <td>POLLUTION PREVENTION PLAN</td> </tr> <tr> <td>3</td> <td>L3</td> <td>FAIRLANDS PARK COURT PREPARATION PLAN</td> </tr> <tr> <td>4</td> <td>L4</td> <td>TENNIS & COMMUNITY PARK COURT PREPARATION PLAN</td> </tr> <tr> <td>5</td> <td>L5</td> <td>FAIRLANDS PARK COURT CONSTRUCTION PLAN</td> </tr> <tr> <td>6</td> <td>L6</td> <td>TENNIS & COMMUNITY PARK COURT CONSTRUCTION PLAN</td> </tr> <tr> <td>7-8</td> <td>L7-L8</td> <td>CONSTRUCTION DETAILS</td> </tr> <tr> <td>9</td> <td>L9</td> <td>COURT RESURFACING, COURTS 1-9, 11-12</td> </tr> </table>		SHEET NO.	DWG NO.	DESCRIPTION	1	L1	COVER SHEET	2	L2	POLLUTION PREVENTION PLAN	3	L3	FAIRLANDS PARK COURT PREPARATION PLAN	4	L4	TENNIS & COMMUNITY PARK COURT PREPARATION PLAN	5	L5	FAIRLANDS PARK COURT CONSTRUCTION PLAN	6	L6	TENNIS & COMMUNITY PARK COURT CONSTRUCTION PLAN	7-8	L7-L8	CONSTRUCTION DETAILS	9	L9	COURT RESURFACING, COURTS 1-9, 11-12
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GENERAL NOTES - COMPOSITE BASE SHEET: THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS ARE SUPERIMPOSED ON A BASE SHEET. THIS BASE SHEET IS COMPILED FROM RECORD DRAWINGS, AERIAL PHOTOGRAPHS, AND OTHER DATA AS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT. THIS BASE SHEET INFORMATION IS SHOWN IN HALF TONE ON THE PLANS. THE CITY SHALL NOT BE HELD LIABLE FOR CHANGES, OMISSIONS, OR OTHER ERRORS ON THESE DOCUMENTS. THE COMPOSITE BASE SHEET IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS AND INCORPORATING/INTEGRATING ALL CONSTRUCTION AS REQUIRED TO ACCOMMODATE SAME. IT IS RECOMMENDED THAT PROSPECTIVE BIDDERS VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH EXISTING SITE CONDITIONS AND SITE ACCESS PRIOR TO SUBMITTING A BID. THE BASE SHEET SOURCE FOR THESE DRAWINGS IS: 1) FAIRLANDS PARK RENOVATION CIP NO 55838, CONSTRUCTION DOCUMENTS PREPARED BY JOHN NICOL & ASSOCIATES, DATED 12/19/1997. 2) PLEASANTON TENNIS & COMMUNITY PARK - PHASE III, CIP NO 947041, CONSTRUCTION DOCUMENTS PREPARED BY SINGER-HODGES-EVANS LANDSCAPE ARCHITECTURE, DATED APRIL 1996. - UTILITIES: PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTRACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. MOST UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF THE U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 811. EXCAVATION IS DEFINED AS BEING 18" OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE. - TREE PROTECTION REQUIREMENTS: ALL EXCAVATION WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN SHALL BE BY HAND, WITH CARE TAKEN NOT TO CUT OR DAMAGE ROOTS OVER 1-INCH DIAMETER UNLESS OTHERWISE INDICATED ON PLANS. TREES TO REMAIN SHALL BE FENCED AROUND DRIPLINE OF TREE WITH TEMPORARY FENCING, SUCH AS STEEL STAKES (MAX. 5 FEET O.C.) WITH WIRE MESH FABRIC (6X6 OPEN), SNOW FENCING, CHAIN LINK, OR SIMILAR, HEIGHT TO BE 5 FEET MINIMUM. - CITY STANDARDS: ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF PLEASANTON. STANDARD SPECIFICATIONS AND DETAILS ARE AVAILABLE IN THE OFFICE OF THE CITY ENGINEER. - INSPECTIONS: THE OFFICE OF PUBLIC WORKS INSPECTION (PHONE 925 931-5650) SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK. - FIELD CHANGES: THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER. - PEDESTRIAN ACCESS: CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS DURING CONSTRUCTION IN AREAS INDICATED ON THE COURT PREPARATION PLANS. - DAMAGES: ALL EXISTING UTILITIES AND PRIVATE IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE. - JOB SITE CONDITIONS: THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY EXISTING IMPROVEMENTS DAMAGED DURING THE COURSE OF CONSTRUCTION TO THE SATISFACTION OF THE ENGINEER. - CLARIFICATIONS: SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY. - EXISTING IRRIGATION AND UTILITIES: EXISTING IRRIGATION AND UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION. - STATE STANDARD SPECIFICATIONS: REFERENCES TO THE STATE STANDARD SPECIFICATIONS AND STANDARD PLANS MEANS THE 2015 EDITIONS. - USA MARKINGS: CONTRACTOR SHALL REMOVE ALL U.S.A. MARKINGS UPON COMPLETION OF THE PROJECT. - HAUL ROUTES: HAUL ROUTES SHALL BE AS INDICATED ON THE VICINITY MAP, UNLESS OTHERWISE DIRECTED BY THE CITY. - EXISTING LANDSCAPE: ALL AFFECTED LANDSCAPING SHALL BE REPLACED TO MATCH EXISTING CONDITIONS OR TO THE SATISFACTION OF THE CITY ENGINEER. ANY TURF DAMAGED THROUGH THE COURSE OF CONSTRUCTION, INCLUDING AT THE STAGING AREA, SHALL BE REPLACED WITH SOD OF THE SAME TURF TYPE AS EXISTING.																																																				
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