

**CITY OF BELMONT
CITY COUNCIL AND BELMONT FIRE
PROTECTION DISTRICT BOARD OF
DIRECTORS**



www.belmont.gov

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 14, 2024

7:00 PM

City Council Chambers

City Hall, One Twin Pines Lane, Belmont, California

The meeting will be broadcast live to Belmont residents on Comcast Cable Channel 27, streamed live via the City's website at www.Belmont.gov. The public may also attend the meeting in the Chambers and address the Council from the Chambers.

PUBLIC COMMENT:

To maximize time for live public comment, we encourage members of the public to provide comments by joining the Committee meeting via Zoom : For web, visit <https://belmont-gov.zoom.us/> select "Join" and enter **Meeting ID: 95745673035**. Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous.

For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter **Meeting ID: 95745673035**, and press *9 to request to speak. All public comments are subject to a 3-minute time limit unless otherwise determined by the Committee Chair.

If you wish to submit written public comment, you may send an email to cclerk@belmont.gov before the council considers the item. Please indicate the agenda item topic or agenda item number you wish to comment on in your email's subject line. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record but will not be read during the Council meeting.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. REPORT FROM CLOSED SESSION**
- 4. SPECIAL PRESENTATIONS**
 - A. Public Safety Employee Recognition**
 - B. RethinkWaste Trash to Art Contest Recognition**

C. **Proclamation Recognizing May 19-20, 2024 as Public Works Week**

D. **San Mateo County Mosquito Vector Update**

E. **Peninsula Clean Energy Presentation**

5. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

6. COUNCILMEMBER ANNOUNCEMENTS

7. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Approval of Minutes

Recommendation: Motion to consider modifications and approve minutes

Attachment(s):

[City Council April 9, 2024](#)

[City Council April 23, 2023](#)

[BFPD April 9, 2024](#)

[BFPD April 23, 2024](#)

B. Monthly Financials - March 2024

Recommendation: Motion to approve March 2024 Monthly Financial Report

Attachment(s):

[March 2024 Financial Report](#)

C. Environmental System Research Institute (ESRI) Geographic Information Systems (GIS) Software Enterprise Agreement

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a 3-year Small Government Enterprise Agreement (SGEA) for Geographic Information Systems (GIS) software with Environmental System Research Institute (ESRI) for a total cost not to exceed \$122,700, with an annual amount of \$40,900 each year for the next three fiscal years.

Attachment(s):

[City of Belmont 2024-27 EA Renewal_Extended.pdf](#)

[Resolution.pdf](#)

[Staff Report.pdf](#)

D. Amendment to Service Agreement with Bamacor, Inc. for Custodial Services

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute an amendment to the agreement with Bamacor, Inc. for custodial services for up to six additional months on a month-to-month basis, with billings for additional services not to exceed \$187,447, bringing the total contract not-to-exceed amount to \$528,259

Attachment(s):

[Staff Report](#)
[Resolution](#)

E. San Juan Blvd Sewer Capacity Improvement Project

Recommendation: Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, and authorizing the City Manager to execute a contract with the lowest responsible and responsive bidder for an amount not to exceed \$2,100,000 plus a ten percent construction contingency for an amount not-to-exceed \$2,310,000 for the San Juan Blvd Sewer Capacity Improvement Project, City Contract Number 2024-631.

Attachment(s):

[Staff Report](#)
[Resolution](#)

F. 2025 Pavement Project - Design Services

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a Task Order with Pavement Engineering, Inc. to provide design services for an amount not to exceed \$410,828 for 2025 Pavement Project.

Attachment(s):

[Staff Report](#)
[Resolution](#)
[PEI Proposal.pdf](#)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

10. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

- A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
- B. Verbal report from City Manager**

11. MATTERS OF INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

**12. ADJOURNMENT TO STUDY SESSION
in the EOC room 200, City Hall**

A. Council Study Session on Diversity, Equity, and Inclusion

Recommendation: Study session, no action required

Attachment(s):

[Memorandum](#)

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.belmont.gov on _____, by _____, /s/ _____

**MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT
FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, APRIL 9, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Hurt, McCune, Mates

COUNCILMEMBERS ABSENT: Latimerlo

PLEDGE OF ALLEGIANCE

Led by Mayor Mates.

REPORT FROM CLOSED SESSION

None on the agenda.

SPECIAL PRESENTATIONS

Proclamation Recognizing Outgoing Parks and Recreation Commissioner Karl Mittelstadt

Mayor Mates recited the Proclamation and presented it to Mr. Mittelstadt.

Mr. Mittelstadt thanked Council for the recognition.

Belmont Sports and Multi-Use Fields Update

Parks and Recreation Director Shearer updated Councilmembers on the use of the City's sports fields. She briefly outlined the field use policy, maintenance and challenges posed by weather conditions.

American Public Works Association (APWA) Accreditation Update

Public Works Director Brown outlined the accreditation process and recent evaluation that the City participated in. He noted that the City is in the final phase of the process.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Giuliano Carlini commented on local sports fields, and bike safety day.

The following individuals provided comments on potential harm caused artificial turf: Selena Zhang, Griffin Lee, Mandy, Chloe Shao, Lana.

COUNCILMEMBER ANNOUNCEMENTS

Councilmembers announced upcoming community events and recapped past events.

CONSENT BUSINESS

Resolution 2024-22 authorizing the City Manager to negotiate and execute an agreement with Duke's Root Control, Inc., for root foaming of sanitary sewer lines for an amount not to exceed \$60,000.

Resolution 2024-23 authorizing the City Manager to negotiate and execute Amendment No. 3 to the Service Agreement with George Hills Company for claims adjustment and administration services in an amount not-to-exceed \$66,000, through June 30, 2025.

Resolution 2024-24 approving a list of proposed projects for fiscal year (FY) 2024-2025 funded by the Road Repair and Accountability Act of 2017

Public Comment received from Giuliano Carlini regarding cycling infrastructure.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Hurt the Consent Business items were unanimously approved by a roll call vote (4-1 Latimerlo, absent).

PUBLIC HEARINGS – None

GENERAL BUSINESS

Comprehensive Sewer Rate Study and Proposed Sewer Changes for Fiscal Years 2024-25 and 2025-26

Public Works Consultant Korn, HDR presented an overview of the development of the sewer rate study and highlighted key issues. He explained that based on the sewer operational needs a multi-year time period is recommended to identify any major expenses that may be on the horizon. He noted that a five-year plan is recommended thereby minimizing short-term rate impacts and planning for long-term rate needs. He further explained that the City's working group consisting of the Public Works and Finance staff reviewed the analysis and concurs with HDR's assessment that Fiscal Years 2024-25 and 2025-26 rate increase of 4% each year over the current rates are adequate for the City to receive sufficient revenues to meet its expenditure obligations and its planned capital improvement program.

Council discussion ensued.

No member of the public came forward to speak.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Pang-Maganaris **Resolution 2024- 25** proposing sewer charges for Fiscal Years 2024-25 and 2025-26, setting a Proposition 218 hearing for June 11, 2024, directing staff to provide notice of the hearing as required by law, and adopting protest procedures was unanimously approved by a roll call vote (4-1, Latimerlo absent).

Housing Element Annual Progress Report 2023 and Housing Successor Annual Report FY 2022-2023

Community Development Deputy Director Russell provide the annual review of the Housing Element Progress Report 2023 and the Housing Successor Report for FY 2023. She noted that the reports will be transmittal to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) for certification after public comment is received and direction from the Council to proceed.

Mayor Mates opened the item for public comment, no member of the public came forward.

Council concurred with the report and to keep moving the process to certification.

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported to on their assignments.

Verbal report from City Manager

City Manager Oskoui acknowledged the work of the business license tax subcommittee, he noted that feedback from various engagement opportunities is positive.

MATTERS OF INTEREST/CLARIFICATION - none

ADJOURNMENT at this time being 8:40 pm in memory long time Belmont resident and community leader Mike Davis.

**Submitted by,
Jozi Plut, City Clerk**

MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS SPECIAL AND REGULAR MEETING

City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

Tuesday, April 23, 2024

CALL TO ORDER: 6:15 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Hurt, McCune, Mates, Latimerlo (arrived at 6:25 p.m.)

COUNCILMEMBERS ABSENT: None

ITEMS OF BUSINESS

STUDY SESSION

Business License Tax Update

Management Analyst Clark presented the Business Tax Update efforts (BLT). She explained that the BLT supports essential City services including 911 response times, and overall quality of life for the Belmont community including clean and safe streets and high-quality parks and recreation programs and amenities. She explained that the current BLT model generates roughly \$1.1 million annually. She noted that the last update to the BLT was in 1990. She explained that under the current model low-revenue businesses pay a higher effective tax rate since most pay the minimum \$341 regardless of business size. She provided an overview of the Council's guiding principles for the update which include fairness, adaptability, and comparability amongst others. She outlined the results of the business forums and three alternative models developed from the feedback. She concluded her presentation with recommendation to Council for Model B, business gross receipts by category that applies a percentage of business receipts from prior tax return, with lower percentage of business with narrower margins and \$25 minimum significantly lower from the current and has no CPI adjustments. She explained that if Council directs staff to proceed with the business receipts by category model staff will conduct a second round of business forums in May and return to Council in June with a proposal for placement on the November 2024 ballot.

Council and staff discussion ensued.

Public comment received from Jeanette Sacco-Belli, Mary Morrissey Parden, Giuliano Carlini, Amy Buckmaster on behalf of Chamber San Mateo County. E-mail comments also received.

Council concurred to support Model B and continue public engagement.

ADJOURNMENT at this time being 7:15 PM

**Submitted by,
Jozi Plut, City Clerk**

REGULAR MEETING

CALL TO ORDER: 7:16 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Hurt, McCune, Mates, Latimerlo

COUNCILMEMBERS ABSENT: None

PLEDGE OF ALLEGIANCE

Led by Mayor Mates.

REPORT FROM CLOSED SESSION

No closed session items on the agenda.

SPECIAL PRESENTATIONS

April 28, 2024 20th Annual SchoolForce Celebrate the Music Festival Presentation

Alan Sarver SchoolForce Committee Chair provided information on the upcoming festival in partnership with the City held at Twin Pines Park.

Proclamation Recognizing April 2024 as National Arab American Month

Mayor Mates read the proclamation.

Proclamation Recognizing April 22, 2024 as Earth Day

Mayor Mates read the proclamation.

Proclamation Recognizing April 26, 2024 as Arbor Day

Mayor Mates read the proclamation. Parks and Recreation Director Shearer commented on City tree giveaways and other contributions to Belmont tree canopy.

Proclamation Recognizing May 5-11, 2024 as 55th Annual Professional Municipal Clerk Week

Mayor Mates read the proclamation. City Clerk Plut shared information about the Belmont Office of Constituent Services.

Proclamation Recognizing May 2024 as Mental Health Awareness Month

Mayor Mates read the proclamation. Youth and Teen Coordinators Danielle Giuliacci, Belmont and Emma Licko, San Carlos, commented on the successful teen wellness retreat for teens to destress and refresh their mental health and well-being through various workshops and self-care activities.

Proclamation Recognizing as May 2024 Jewish American Heritage Month

Mayor Mates read the proclamation.

Proclamation Recognizing as May 2024 National AANHPI Heritage Month

Mayor Mates read the proclamation.

Caltrain Modernization Update

Caltrain Representative Brent Teijin provided an update on the Caltrain electrification efforts. He noted a decline in ridership after the COVID-19 pandemic and explained that it is slowly returning. He ended his presentation with a look at upcoming initiatives.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No member of the public came forward to speak.

COUNCILMEMBER ANNOUNCEMENTS

Mayor Mates commented on upcoming community events and alerts.

CONSENT BUSINESS

Minutes of BFPD March 12, 2024 BFPD March 26, 2024 City Council March 12, 2024 City Council March 26, 2024, City Council Special Meeting March 27, 2024

February 2024 Financial Report February 2024 Treasurer Report

Resolution 2024-26 renewing the Belmont Police Department's Military Equipment Use Policy.

Resolution 2024-27 authorizing the City Manager to negotiate and execute a contract for the acquisition of video equipment and broadcasting equipment in a not-to-exceed amount of \$60,000 and installation services of the equipment in a not-to-exceed amount of \$10,000

ACTION: On a motion made by Councilmember Hurt and seconded by Councilmember Pang-Maganaris the consent business items were unanimously approved by a roll call vote (5-0).

PUBLIC HEARINGS

None

GENERAL BUSINESS

800-803 Belmont Avenue- Final Subdivision Map

Community Development Director de Melo introduced the item. Public Works Engineering Consultant Yau stated that the applicant parcel map submittal was reviewed and found technically correct satisfying all required conditions.

Council discussion ensued.

No members of the public came forward for comment.

ACTION: On a motion made by Councilmember Latimerlo and seconded Councilmember McCune **Resolution 2024-28** approving the final subdivision map for the 800-803 Belmont Avenue Affordable Multi-Family Housing Development and authorizing the city manager to execute the subdivision improvement agreement and continuing maintenance agreement was unanimously approved by a roll call vote (5-0).

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported on their assignments.

Verbal report from City Manager

City Manager Oskoui acknowledged the Public Works staff for their efforts celebrating Earth Day with the community and the Police and Parks and Recreation on their Bike to Work Day efforts. He invited the community to participate in an upcoming age friendly survey.

MATTERS OF INTEREST/CLARIFICATION

None

ADJOURNMENT at this time being 8:20 pm

**Submitted by,
Jozi Plut, City Clerk**

**MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT
FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

This meeting is concurrent with the City Council Meeting

TUESDAY, APRIL 9, 2024

CALL TO ORDER: 7:00 PM

ROLL CALL

DIRECTORS PRESENT: Mates, Hurt, McCune, Pang-Maganaris
DIRECTORS ABSENT: Latimerlo

CONSENT BUSINESS

No Belmont Fire Protection District items on the agenda.

ADJOURNMENT at this time being 8:40 p.m. pm in memory long time Belmont resident and community leader Mike Davis.

**Submitted by,
Jozi Plut, District Secretary**

**MEETING MINUTES OF THE CITY OF BELMONT CITY COUNCIL AND BELMONT
FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

This meeting is concurrent with the City Council Meeting

TUESDAY, APRIL 23, 2024

CALL TO ORDER: 7:16 PM

ROLL CALL

DIRECTORS PRESENT: Mates, Latimerlo, Hurt, McCune, Pang-Maganaris
DIRECTORS ABSENT:

CONSENT BUSINESS

Minutes of BFPD March 12, 2024 and BFPD March 26, 2024

ACTION: On a motion made by Director Hurt and seconded by Director Pang-Maganaris the consent business items were unanimously approved by a roll call vote (5-0).

ADJOURNMENT at this time being 8:20 p.m.

**Submitted by,
Jozi Plut, District Secretary**



HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

- General Fund balance decreased compared to prior YTD

BUDGET VARIANCE REPORT

- Management Discussion & Analysis
- Tax Trends

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

- General Fund
- Development Services
- Belmont Fire Protection District
- Street Improvement
- Fleet & Equipment Management
- Sewer Collection System
- Sewer Treatment

Notable Fund Balance Decrease compared to prior YTD:

- Planned Park
- Storm Drainage Enterprise

CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

- Amounts equal to and above \$50,000

This report contains financial information which has not been reviewed or audited by an independent auditor, does not reflect the application of generally accepted accounting principles in all instances and is subject to future revision. This report has not been prepared with a view to informing an investment decision in any of the City's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in this report are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the City's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the City on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and website, maintained on the World Wide Web at <https://emma.msrb.org/>

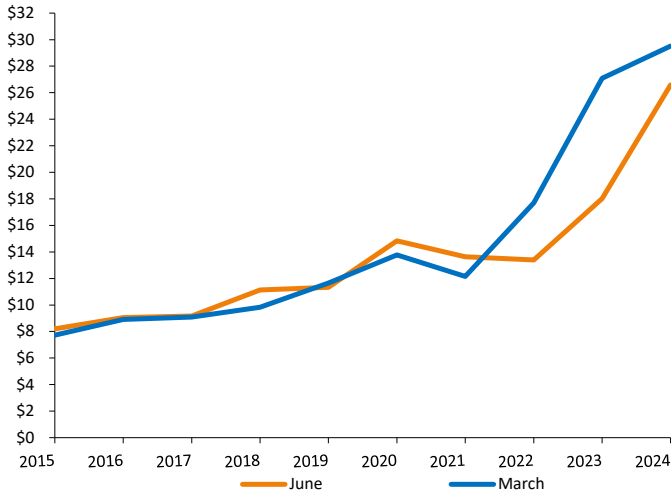
These financial reports are designed to provide a general overview of the City of Belmont's interim finances. Questions concerning any information provided in these reports should be addressed to financedept@belmont.gov or for additional information regarding the City's financial activities, including past award winning audited financial statements, transparency efforts and best practices please visit the City at www.belmont.gov.



City of Belmont
Performance at a Glance
Results for the Period Ended March 31, 2024
 (000's)



General Fund Balance Trend
 (in millions)

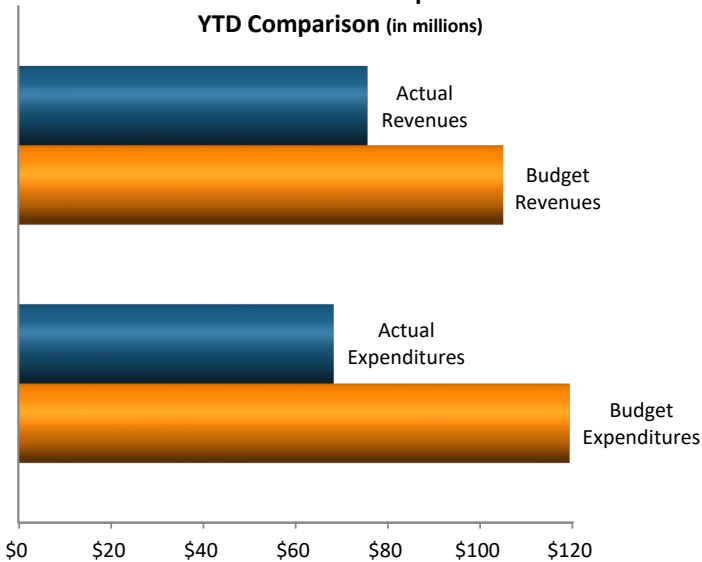


General Fund Balance Trends*

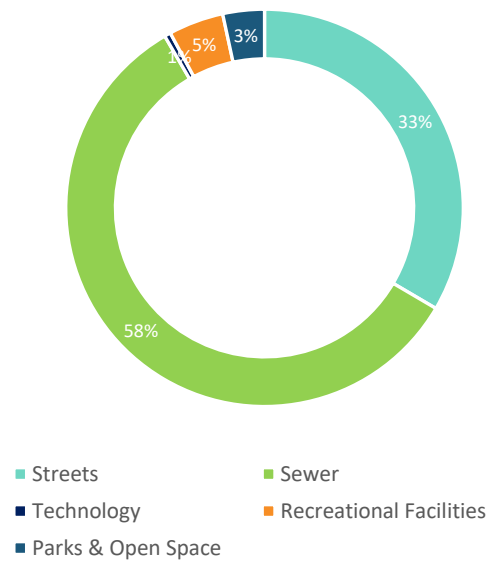
6/30/2014	\$8,204	Audited
6/30/2015	\$9,049	Audited
6/30/2016	\$9,177	Audited
6/30/2017	\$11,128	Audited
6/30/2018	\$11,325	Audited
6/30/2019	\$14,846	Audited
6/30/2020	\$13,637	Audited
6/30/2021	\$13,398	Audited
6/30/2022	\$18,013	Audited
6/30/2023	\$26,586	Audited
3/31/2024	\$29,516	Unaudited

* excludes Measure I

All Funds Revenues & Expenditures
YTD Comparison (in millions)



Capital Improvement Plan



General Fund

The General Fund balance is \$29.5 million, an increase of \$2.9 million compared to the amount at the prior fiscal year end. Year-to-date budgeted operating transfers \$3.5 million from the General Fund to various funds will not be recorded until at the end of the fiscal year based on actual results.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3) Recreation, Street Maintenance and Facilities Management Fund have deficits and are expected to be eliminated in a future period.

City of Belmont
Fund Recap at a Glance
Results for the Period Ended March 31, 2024
(000's)



Fund	Fund Name	Audited Fund Balance 06/30/23 (1)	Revenues					Expenditures					Unaudited Fund Balance 03/31/24 (1)+(2)-(3)	PY YTD Fund Balance 03/31/23	
			YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	YTD Budget	YTD Actual (3)	Variance Under (Over)	%	PY YTD Actual			
GENERAL FUND															
101	General	\$26,586	\$22,471	\$20,926	(\$1,545)	93%	\$25,576	\$23,100	\$17,996	\$5,105	78%	\$16,381	\$	29,516	27,195
102	Measure I	3,937	1,801	1,498	(303)	83%	1,454	5,081	1,900	3,181	37%	776		3,535	3,616
SPECIAL REVENUE FUNDS															
205	Recreation	583	2,527	1,705	(822)	67%	1,649	2,769	2,492	277	90%	2,264		(203)	(615)
206	Library Maintenance & Operation	815	238	216	(22)	91%	210	783	283	500	36%	266		747	780
207	Athletic Field Maintenance	366	92	150	59	164%	108	264	88	176	33%	136		428	348
208	City Tree	284	12	38	26	324%	10	64	63	1	99%	29		259	279
209	Senior Services Donation	92	4	2	(3)	40%	2	4	0	3	7%	0		94	92
210	Development Services	1,538	5,109	4,831	(278)	95%	3,206	4,900	4,297	603	88%	3,812		2,072	479
212	General Plan Maintenance	1,592	449	367	(83)	82%	486	843	688	156	82%	98		1,271	1,694
223	Belmont Fire Protection District	20,198	12,985	12,037	(948)	93%	10,990	9,626	12,073	(2,447)	125%	9,601		20,162	17,607
225	Police Grants and Donations	30	4	5	1	132%	0	4	1	3	16%	3		35	30
227	Supplemental Law Enforcement	7	131	186	54	141%	160	95	94	2	98%	134		99	26
231	Street Maintenance	0	2,896	940	(1,956)	32%	910	1,954	1,828	126	94%	1,647		(889)	(737)
232	RMRA Street Project	606	509	477	(31)	94%	412	989	11	978	1%	9		1,072	403
233	Measure W	1,809	328	273	(55)	83%	439	713	0	713	0%	0		2,082	1,896
234	Street Improvements	1,903	812	854	43	105%	1,368	2,372	155	2,217	7%	861		2,603	1,413
237	Traffic Impact	97	9	2	(7)	19%	3	0	0	0	N/A	0		98	203
239	Public Art	404	6	7	1	124%	6	0	0	0	N/A	0		411	402
275	Affordable Housing Successor	9,448	309	243	(66)	79%	3,048	2,953	182	2,771	6%	353		9,509	9,163
277	Inclusionary Housing	2,572	452	604	151	133%	2	0	0	0	N/A	0		3,175	2,455
Total Special Revenue		42,343	26,872	22,937	(3,935)	85%	23,010	28,332	22,254	6,078	79%	19,211		43,025	35,916
CAPITAL PROJECT FUNDS															
308	General Facilities	734	10	13	2	123%	10	451	7	444	2%	6		739	730
310	Infrastructure	2,395	33	44	11	132%	725	1,060	154	905	15%	988		2,285	2,547
312	Comcast PEG Program	405	6	7	1	124%	6	90	0	90	0%	0		412	401
341	Planned Park	1,701	31	30	(1)	98%	437	535	340	195	64%	392		1,391	2,034
342	Park Impact	641	124	24	(99)	20%	287	491	0	491	0%	151		666	463
343	Open Space	97	0	5	5	N/A	5	53	0	53	0%	57		101	112
399	Capital Improvement Projects	-	28,322	7,858	(20,464)	28%	0	28,433	4,082	24,351	14%	0		3,776	
704	Special Assessment Districts	315	4	6	1	124%	4	0	0	0	N/A	0		321	312
Total Capital Projects		6,288	28,530	7,986	(20,544)	28%	1,474	31,113	4,583	26,529	15%	1,594		9,691	6,600
DEBT SERVICE & OTHER FUNDS															
406	Library Bond Debt Service	286	506	440	(66)	87%	442	510	654	(144)	128%	663		71	49
501-505	Sewer Collection System	31,482	12,284	10,697	(1,587)	87%	10,671	16,562	8,641	7,921	52%	8,124		33,538	28,164
507	Sewer Treatment	27,391	2,425	2,095	(330)	86%	2,094	3,278	2,692	586	82%	3,032		26,793	25,054
525	Storm Drainage Enterprise	2,173	1,004	948	(56)	94%	839	2,420	1,485	935	61%	1,306		1,637	2,121
530	Solid Waste Management	1,868	532	433	(99)	81%	411	481	397	85	82%	380		1,904	1,797
570	Worker's Compensation	1,761	737	750	13	102%	604	549	708	(159)	129%	660		1,804	1,481
571	Liability Insurance	3,686	636	151	(485)	24%	84	843	679	164	81%	710		3,159	2,760
572	Self Funded Vision	0	0	0	0	N/A	2	0	(4)	4	N/A	(6)		4	8
573	Fleet & Equipment Management	8,394	3,498	3,554	56	102%	3,430	4,098	3,409	690	83%	2,932		8,539	7,935
574	Facilities Management	(603)	2,597	2,185	(412)	84%	1,343	1,955	1,832	123	94%	1,839		(251)	(496)
575	Benefit Prefunding	1,234	1,112	1,065	(47)	96%	1,026	1,018	1,116	(98)	110%	1,070		1,183	1,039
Total Debt & Other		77,673	25,333	22,319	(3,014)	88%	20,945	31,714	21,609	10,106	68%	20,709		78,383	69,912
Total All Funds		\$156,826	\$105,007	\$75,666	(\$29,341)	72%	\$72,459	\$119,340	\$68,342	\$50,998	57%	\$58,670		\$164,150	\$143,239

Fund Types:

General Fund - Used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds - Used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Projects Funds - Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service & Other Funds - Includes funds used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest; funds used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis; and funds to account for operations financed and operated in a manner similar to a private business enterprise with the intent that the cost of providing goods and services is primarily financed through user charges; and funds used to account for assets held by the City as an agent.

City of Belmont
Budget Variance Report
General Fund / All Other Funds
Results for the Period Ended March 31, 2024
(000's)



	General Fund					All Other Funds						
	Budget	Year to Date (YTD)			Annual Budget	PY YTD Actual	Budget	Year to Date (YTD)			Annual Budget	PY YTD Actual
		Actual	Variance	%				Actual	Variance	%		
REVENUES												
Taxes	\$16,506	\$14,443	(\$2,063)	88% a	\$22,007	\$15,895	\$16,137	\$13,705	(\$2,432)	85% a	\$21,516	\$13,333
Licenses and permits	891	700	(191)	79% b	1,188	730	1,924	2,049	125	107%	2,565	1,642
Intergovernmental	289	422	133	146%	385	3,619	7,613	5,716	(1,898)	75% d	10,151	2,550
Charge for services	3,260	3,226	(34)	99%	4,347	3,375	28,385	25,629	(2,756)	90% e	37,847	24,266
Fines and forfeits	120	99	(21)	83%	160	87	-	-	-	N/A	-	-
Use of money and property	1,134	1,976	842	174%	1,512	1,845	1,890	3,261	1,371	173%	2,520	2,216
Miscellaneous	268	60	(208)	22% c	357	26	176	406	229	230%	235	(75)
Other financing sources	-	-	-	N/A	-	-	-	13	13	N/A	-	2,951
Operating transfers in	3	-	(3)	0%	4	-	26,410	3,962	(22,449)	15% f	35,214	-
Total Revenues	22,471	20,926	(1,545)	93%	29,961	25,576	82,536	54,740	(27,796)	66%	110,048	46,883
EXPENDITURES												
General government	5,814	4,745	(1,069)	82%	7,752	4,119	6,186	5,931	(255)	96%	8,248	5,395
Public safety	11,804	11,426	(378)	97%	15,738	10,777	9,687	12,074	2,387	125% g	12,917	9,738
Streets and utilities	-	-	-	N/A	-	-	38,058	14,221	(23,837)	37%	50,744	14,000
Culture and recreation	1,931	1,702	(229)	88%	2,575	1,485	7,296	5,146	(2,150)	71%	9,728	4,956
Urban redevelopment	-	-	-	N/A	-	0	7,193	3,972	(3,221)	55%	9,591	3,066
Debt service	-	-	-	N/A	-	-	4,961	5,163	202	104% h	6,614	5,135
Operating transfer out	3,551	122	(3,429)	3%	4,735	0	22,862	3,839	(19,023)	17%	30,483	0
Total Expenditures	23,100	17,996	(5,105)	78%	30,800	16,381	96,243	50,346	(45,897)	52%	128,324	42,290
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES												
	(\$629)	\$2,930			(\$839)	\$9,195	(\$13,707)	\$4,394			(\$18,276)	\$4,593

Management Discussion and Analysis

(Items with unfavorable budget variance more than \$0.1 million)

General Fund

Revenues

- a) Taxes** - The budget variance is primarily due to the timing of semi-annual property tax receipts in December and April. In addition, the majority of Sales Tax and Transient Occupancy Taxes (TOT) received in July are related to June activities, which are subject to an account adjustment.
- b) Licenses and permits** - The budget variance is primarily due to the timing of receipts and an accounting adjustment.
- c) Miscellaneous** - The budget variance is primarily due to the timing of the annual Crystal Springs Uplands School (CSUS) Public Service Fee, which will be received in a future reporting period.

Other Funds

Revenues

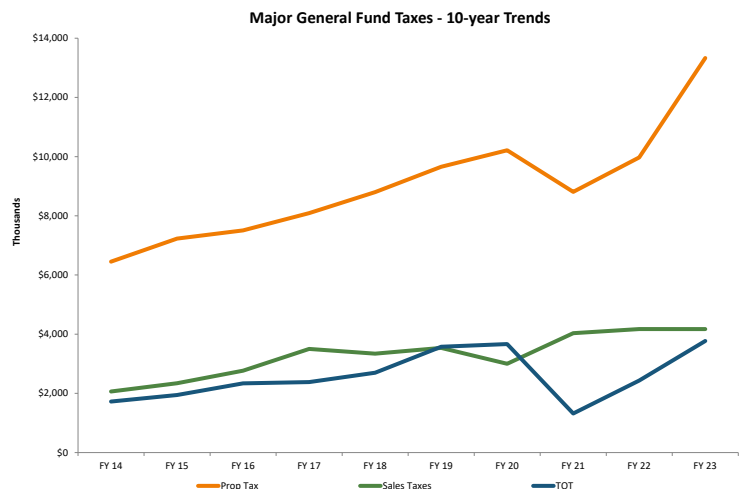
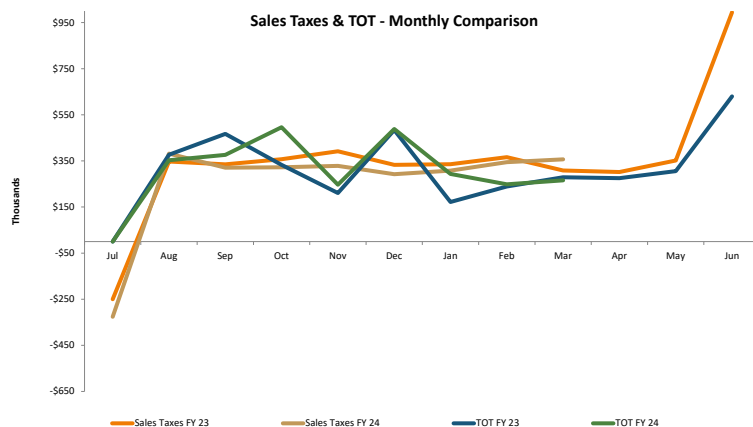
- a) Taxes** - The budget variance is primarily due to the timing of semi-annual property tax receipts in December and April. In addition, the majority of Sales Tax and Transient Occupancy Taxes (TOT) received in July are related to June activities, which are subject to an account adjustment.
- d) Intergovernmental** - The revenue will be received in a future reporting period.
- e) Charge for Services** - Various project, service, sewer and impact fees did not materialize in the current reporting period. In addition, the Sewer User Fee (Collection & Treatment) is included as part of the City's Property Tax bill to be received semi-annually in December and April.
- f) Operating Transfers In** - Budgeted operating transfers are recorded at the end of the fiscal year based on actual results.

Other Funds

Expenditures

- g) Public Safety** - First quarter payments of \$1.7M to BSCFD and \$2.3M to San Mateo Consolidated Fire Department were made in July.
- h) Debt Service** - Semi-annual debt service on bonds were paid in August and January.

Trends



** July Sales Tax & TOT revenues received were for June activities and accrued to the previous FY. July revenues will be received in August.

City of Belmont
Disbursements & Purchase Order Activity Report
Results for the Period Ended March 31, 2024



Disbursements Amounts Equal to \$50,000 and Above

Vendor	Description	Date	No.	Amount
CALPERS	COB CONTRIBUTION PPE 02/23/24	3/7/24	DAJ000008847	136,080.59
CALPERS	COB HEALTH PREMIUM-MARCH	3/11/24	DAJ000008856	216,366.20
CALPERS	COB CONTRIBUTION PPE 03/08/24	3/14/24	DAJ000008860	136,650.20
CITY OF BELMONT EMPLOYEES	PAYROLL 03/02/2024	3/8/24	DAJ000008828	101,845.09
CITY OF BELMONT EMPLOYEES	PAYROLL 03/02/2024	3/8/24	DAJ000008829	451,182.61
CITY OF BELMONT EMPLOYEES	PAYROLL 03/16/2024	3/22/24	DAJ000008831	480,279.46
CITY OF BELMONT EMPLOYEES	PAYROLL 03/16/2024	3/22/24	DAJ000008833	109,572.59
CSG CONSULTANTS, INC.	Building Review Services	3/22/24	EFT00034773	80,907.84
GOOD CITY COMPANY	Receivings Transaction Entry	3/22/24	EFT00034758	66,893.48
GOOD CITY COMPANY	Receivings Transaction Entry	3/29/24	EFT00034898	62,717.50
MISSION SQAURE	DEF COMP ACCT#302442	3/11/24	DAJ000008854	52,354.96
MISSION SQUARE	DEF COMP ACCT#302442	3/25/24	DAJ000008872	52,679.44
PG&E	CITYWIDE UTILITIES	3/21/24	DAJ000008866	58,719.08
PG&E CFM/PPC DEPARTMENT	HILLER ST POWER	3/1/24	1204511	57,399.72
SAN MATEO CONSOLIDATED FIRE DEPARTMENT	FEBRUARY CONTRACTED SRVCS	3/22/24	EFT00034749	2,298,576.25
SILICON VALLEY CLEAN WATER	APRIL CONTRIBUTIONS	3/8/24	EFT00034639	303,637.00

Total Disbursements in Excess of \$50,000	\$ 4,665,862.01
Total Count	16

Purchase Order Amounts Equal to \$50,000 and Above

Vendor	Description	Date	No.	Amount
4LEAF INC	BUILDING INSPECTOR SERVICES	3/8/24	24 00077	80,823.42
MAZE & ASSOCIATES	FY23/24 AUDIT & RELATED SR	3/14/24	24 00082	97,595.00
MAZE & ASSOCIATES	FY24/25 AUDIT & RELATED SRV	3/14/24	24 00082	100,822.00
MAZE & ASSOCIATES	FY25/26 AUDIT & RELATED SRV	3/14/24	24 00082	104,146.00
MAZE & ASSOCIATES	FY 26/27 AUDIT & RELATED SR	3/14/24	24 00082	107,573.00
MAZE & ASSOCIATES	FY 27/28 AUDIT & RELATED SR	3/14/24	24 00082	111,102.00
SCHAAF & WHEELER CONSULTING	SAN JUAN SEWER PROJECT	3/14/24	24 00084	130,320.00
ENVIRONMENTAL SCIENCE ACCOCIAT	ISLAND PARKWAY EIR	3/14/24	24 00085	372,114.88
KIMLEY-HORN & ASSOC., INC.	CEQA REVIEW 1301 SHOREWAY R	3/14/24	24 00086	427,140.00

Total Purchase Orders Issued in Excess of \$50,000	\$ 1,531,636.30
Total Count	9

CITY OF BELMONT TREASURER'S REPORT March-24



Agency Receipts and Disbursements Summary

	Beginning Balance February 29, 2024			Receipts		Disbursements		Ending Balance March 31, 2024	
City of Belmont	\$	121,800,481.53	\$	4,120,881.36	\$	(3,675,801.26)	\$	122,245,561.63	
Belmont Fire Protection District		21,858,083.24		890,684.94		(2,393,446.27)		20,355,321.91	
Total	\$	143,658,564.77	\$	5,011,566.30	\$	(6,069,247.53)	\$	142,600,883.54	

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	\$ 3,140,185.61	\$ 139,460,697.93	\$ 142,600,883.54

I certify that this report accurately reflects all investments of City of Belmont and Belmont Fire Protection District, and is in conformance with the adopted Investment Policy mandated by Government Code 53646. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the Agency's budgeted expenditure requirement for the next six months.

Respectfully Submitted,

s/b Grace Castaneda
Grace Castaneda
City Treasurer

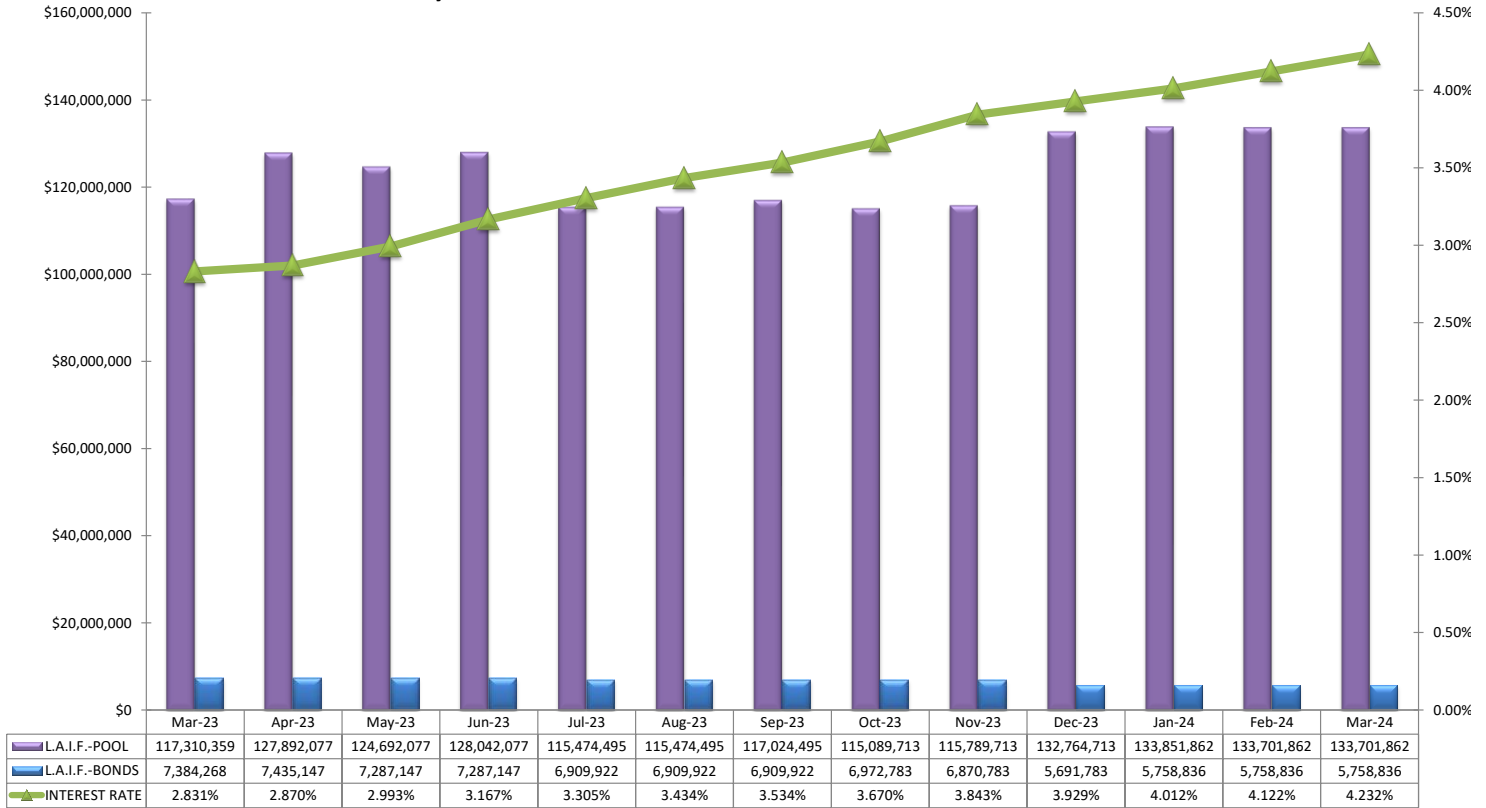
CITY OF BELMONT TREASURER'S REPORT March-24



Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest	Total	Investment Period	Rate	Pricing Source	Manager
Deposit										
General Account	Wells Fargo		\$ 3,140,185.61	\$ 3,140,185.61					Bank	Bank
Investments:										
L.A.I.F.-POOL	State of California	Daily	133,701,861.79	132,838,566.38	471,521.90		90 days	4.232%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	5,758,836.14	5,721,652.09	20,309.50		90 days	4.232%	LAIF	LAIF
Total			\$ 142,600,883.54	\$ 141,700,404.08	\$ 491,831.39					

City of Belmont Investment Portfolio Trends





Quotation # Q-502559

Date: April 26, 2024

Customer # 191052 Contract #

City of Belmont
Technology Dept
1 Twin Pines Ln Ste 365
Belmont, CA 94002-3890

ATTENTION: Jason Eggers
PHONE: (650) 598-4206
EMAIL: jeggers@belmont.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/23/2024 To: 7/21/2024*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$122,700.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$122,700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Michael Arias

Email:

marias@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing User Type Extension (Enterprise)
 10 ArcGIS Location Sharing User Type Extension (Online)
 9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A 3-YEAR SMALL GOVERNMENT ENTERPRISE AGREEMENT (SGEA) FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOFTWARE WITH ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE (ESRI) FOR A TOTAL COST NOT TO EXCEED \$122,700, WITH AN ANNUAL AMOUNT OF \$40,900 EACH YEAR FOR THE NEXT THREE FISCAL YEARS.

WHEREAS, the City uses proprietary ESRI software to incorporate GIS tools and services for a multitude of data operations and management; and,

WHEREAS, the contract for the software will expire in June 2024 and it is in the best interests of the City to have a new contract executed to provide access to and maintenance of the software in FY 2024-25; and

WHEREAS, ESRI has proposed a three-year software and maintenance agreement with an annual cost of \$40,900 that will provide the software and support; and

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute an agreement purchasing Geographic Information Systems software and maintenance from Environmental System Research Institute for an amount not to exceed \$122,700, with an annual amount of \$40,900 each year for the next three fiscal years.

* * *

ADOPTED May 14, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: May 14, 2024
Agency: City of Belmont
Staff Contact: Ann Ritzma, Interim Administrative Services Director, aritzma@belmont.gov
Agenda Title: Environmental System Research Institute (ESRI) Geographic Information Systems (GIS) Software Enterprise Agreement
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a 3-year Small Government Enterprise Agreement (SGEA) for Geographic Information Systems (GIS) software with Environmental System Research Institute (ESRI) for a total cost not to exceed \$122,700, with an annual amount of \$40,900 each year for the next three fiscal years.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City has been using GIS tools since the mid-1990's to collect, maintain, analyze, and disseminate data related to the City's operations and management. GIS is an integral part of several key application systems used by many City departments, including:

- Records management system used by the Police Department
- Permitting and planning system used by the Community Development Department.
- Enterprise asset management system and pipe inspection software used by the Public Works Department.
- Open-data and online mapping tools used by staff and residents.

ESRI software is the industry standard for GIS in local government. In April 2018, the City entered into a three-year Small Government Enterprise Agreement (SGEA) with ESRI to consolidate disparate software applications and modules and identify cost savings for the applications. The agreement was renewed in April 2021 for an additional three-year term.

Analysis

The proposed three-year agreement provides the City with an annual fixed cost that covers an unlimited number of licenses for the company's software products, as well as training and support benefits. The SGEA requires a three-year commitment, and each year's cost is invoiced annually. The fixed annual cost is based on the population of the municipality. Belmont is a Program Level Two community (population between 25,001 and 50,000). The annual cost is \$40,900. By authorizing a multi-year agreement, the City can secure the proposed rate and predictably budget for the following years. The City will have



access to all GIS software products and upgrades to meet the City and community’s current and future GIS needs. Although there are other GIS providers, staying with ESRI allows the City to continue to refine and build an effective and efficient application, implement best practices in GIS data security, and utilize the platform to improve workflow management. The ESRI enhancements in this agreement also offer better web accessibility that provides GIS tools and data to mobile devices used by employees in the field, and the public.

The City’s current contract expires in June 2024 and entering into the new SGEA will ensure continued support and maintenance of the City’s ESRI software. The funding for each subsequent year of this agreement will be incorporated as part of the annual budget development process.

Alternatives

- 1. Take no action.
- 2. Refer back to staff for more information.

Attachments

- A. Resolution
- B. Quote for three (3) year enterprise agreement from ESRI GIS software

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Funding for each year of the agreement will be contingent on Council appropriation. The funding for the first year of the 3-year agreement has been incorporated in the proposed FY 2024-25 budget in account 573-1-301-8359. Funding for the remaining two years will be incorporated each year as part of the annual budget development process.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda



STAFF REPORT

Meeting Date: May 14, 2024
Agency: City of Belmont
Staff Contact: Brigitte Shearer, Parks, & Recreation Director, bshearer@belmont.gov, (650) 595-7441
Agenda Title: Amendment to Service Agreement with Bamacor, Inc. for Custodial Services
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute an amendment to the agreement with Bamacor, Inc. for custodial services for up to six additional months on a month-to-month basis, with billings for additional services not to exceed \$187,447, bringing the total contract not-to-exceed amount to \$528,259.

Strategic Focus Area

Infrastructure and Mobility

Background

The City operates 15 buildings which require custodial services on a regular basis. These services have been provided by Bamacor, Inc. for 28 years under a service agreement which was renewed annually and included modest price increases based on the regional consumer price index (CPI). The agreement has covered the cost of all labor and equipment required to render services, as well as rates for any special cleanings or “on-call” services.

The most recent service agreement with Bamacor, Inc. for custodial services was authorized by the City Council in 2021, following the issuance of a Request for Proposals (RFP). This agreement purchased services for an amount not to exceed \$300,475 for the period beginning July 1, 2021 and ending June 30, 2022, with a clause permitting up to two additional one-year terms with annual CPI increases. For the current period of July 1, 2023, to June 30, 2024 (Fiscal Year 2023-24), the “not to exceed” compensation is \$340,812. After June 30, the City will need to enter a new agreement with Bamacor or an alternate service provider.

Analysis

In anticipation of the expiration of the current services agreement, staff advertised a request for proposals (RFP) for custodial services in early 2024 and received six proposals. The RFP specified building square footage, frequency and timing of services, and specific tasks to be completed at each building. Staff are currently evaluating these submissions for appropriateness of scope and cost to whether to award a contract or reject the proposal to provide the best value and service for the City’s needs.

To allow more time for the selection of a qualified service provider, City staff request that the City Council



authorize the City Manager to negotiate and execute an amendment to the current agreement with Bamacor, Inc. This amendment would maintain the scope of work and fees but extend the contract period for up to six months (July 1, 2024 to December 31, 2024), on a month-to-month basis. During this extension period, no consumer price index (CPI) or other fee increases would apply; therefore, billings would not exceed \$187,447 (50% of the Fiscal Year 2023-24 contract amount of \$340,812, plus a 10% contingency), bringing the total contract not-to-exceed amount to \$528,259.

Alternatives

- 1. Take no action
- 2. Refer back to staff for more information
- 3. Deny contract extension

Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Funding for these ongoing services is routinely incorporated into the annual budget under the Facilities Management Fund 574, Recreation Fund 205, Library Maintenance and Operation Fund 206 ,and Athletic Field Maintenance Fund 207.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE SERVICE AGREEMENT WITH BAMACOR, INC. TO PROVIDE CUSTODIAL SERVICES FOR AN ADDITIONAL \$187,447, BRINGING THE TOTAL CONTRACT NOT-TO-EXCEED AMOUNT TO \$528,259

WHEREAS, The City operates 15 buildings which require custodial services on a regular basis; and,

WHEREAS, These services have been provided by Bamacor, Inc. for 28 years under a service agreement which was renewed annually and included modest price increases based on the regional consumer price index (CPI); and,

WHEREAS, The most recent agreement with Bamacor, Inc. was authorized by the City Council in 2021, with a “not to exceed” compensation of \$340,812 for the period of July 1, 2023 to June 30, 2024; and,

WHEREAS, After June 30, the current agreement with expire; and,

WHEREAS, Staff requests more time for the selection of a qualified service provider following the agreement’s expiration; and,

WHEREAS, Bamacor, Inc. is able to continue the current scope of work on a month-to-month basis for up to six additional months (from July 1, 2024 to December 31, 2024); and,

WHEREAS, During this extension period, no consumer price index (CPI) or other fee increases would apply and total billings would not exceed \$187,447 (50% of the Fiscal Year 2023-24 contract amount, plus a 10% contingency), bringing the total contract not-to-exceed amount to \$528,259; and,

WHEREAS, the fiscal year 2023-24 scope of work and fees, which would apply to this extension period, are attached hereto as “Exhibit A.”

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute an amendment to an agreement purchasing custodial services from Bamacor, Inc. for an additional \$187,447, bringing the total contract not-to-exceed amount to \$528,259.

* * *

ADOPTED May 14, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: May 14, 2024
Agency: City of Belmont
Staff Contact: Bozhena Palatnik, Public Works, (650) 595-7463, bpalatnik@belmont.gov
Agenda Title: San Juan Blvd Sewer Capacity Improvement Project
Agenda Action: Resolution

Recommendation

Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, and authorizing the City Manager to execute a contract with the lowest responsible and responsive bidder for an amount not to exceed \$2,100,000 plus a ten percent construction contingency for an amount not-to-exceed \$2,310,000 for the San Juan Blvd Sewer Capacity Improvement Project, City Contract Number 2024-631.

Strategic Focus Area

Infrastructure and Mobility

Background

As part of the Sanitary Sewer Master Plan, the City's engineering consultant developed a list of short- and long-term capital improvement projects that would address deficiencies in sanitary sewer infrastructure condition and/or capacity. The first 2 capital improvement projects (CIPs) identified as a top priority involve capacity deficient sanitary sewer gravity pipes feeding into the City's largest sewer lift station – San Juan. The project involves upsizing/construction of approximately ½ mile of sanitary sewer pipe network along San Juan Blvd. and East Laurel Creek, as well as reconnection of the sewer service laterals, and rehabilitation of the manholes.

Upon completion of this project, City will work on designing subsequent and related upgrades for the San Juan lift station and force main project that are identified in the new 5-year CIP.

Analysis

Staff selected a consultant to design this project. Plans and specifications have been completed and the project is ready to be advertised to bid. The bid opening will take place on June 12, 2024, with construction starting in late July and finishing in October 2024. The total cost of construction with contingency is estimated to be \$2,310,000.

Alternatives

1. Take no action.
2. Refer back to staff for further information

Attachments



A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Funding in the amount of \$2,310,000 has been incorporated into the fiscal year 2024-29 five-year Capital Improvement Program and will come from the Sewer Collection Fund under San Juan Sewer Main Capacity Improvements Project Account #399-3-730-7086-9030.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING ADVERTISEMENT FOR SEALED BIDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER FOR AN AMOUNT NOT TO EXCEED \$2,100,000 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY FOR AN AMOUNT NOT-TO-EXCEED \$2,310,000 FOR THE SAN JUAN BLVD SEWER CAPACITY IMPROVEMENT PROJECT, CITY CONTRACT NUMBER 2024-631

WHEREAS, the Department of Public Works and design engineering consulting firm prepared plans and specifications for the San Juan Blvd Sewer Capacity Improvement Project, City Contract Number 2024-631; and,

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15301 I for the maintenance, repair or minor alteration of existing facilities; and,

WHEREAS, funding in the amount of \$2,310,000 has been incorporated into the fiscal year 2024-29 five-year Capital Improvement Program and will come from the Sewer Collection Fund under San Juan Sewer Main Capacity Improvements Project Account #399-3-730-7086-9030.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Council approves plans and specifications, authorizes the advertisement for sealed bids, and authorizes the City Manager to execute a contract with the lowest responsible and responsive bidder for an amount not to exceed \$2,100,000 plus a ten percent construction contingency for a total amount not-to-exceed \$2,310,000 for the San Juan Sewer Main Capacity Improvements Project, City Contract Number 2024-631.

* * *

ADOPTED May 14, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: May 14, 2024
Agency: City of Belmont
Staff Contact: Bozhena Palatnik, Public Works Department, (650) 595-7463, bpalatnik@belmont.gov
Agenda Title: 2025 Pavement Project - Design Services
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a Task Order with Pavement Engineering, Inc. to provide design services for an amount not to exceed \$410,828 for 2025 Pavement Project.

Strategic Focus Area

Infrastructure and Mobility

Background

The City is responsible for the repair and maintenance of approximately 70 centerline miles (140 travel lane miles) of streets. The Public Works Department has implemented best management practices in our pavement preservation program to use our available dollars in the most effective way and to select certain streets for pavement projects.



In November 2016, Belmont voters approved the Belmont Streets and City Services Measure (Measure I), a half-cent transaction and use sales tax that will generate approximately \$1.3 million annually for local infrastructure. On April 25, 2017, the City Council allocated \$1 million in Measure I funds in Fiscal Year 2018 for street improvements.

On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is funded by the Road Maintenance and Rehabilitation Account (RMRA), to address basic road maintenance, rehabilitation and critical safety needs on both the state highways and local streets and road system. RMRA sources of funds are increases to the per gallon, fuel excise taxes; diesel fuel sales taxes, and vehicle registration fees; and it provides for inflationary adjustments to tax rates in future years.



Because of Measure I, SB 1, and additional allocations in Infrastructure Funds, a 5-Year Paving Plan was adopted in 2024 to implement a more robust pavement preservation program and to stretch our available dollars in the most effective way for a long-term pavement capital improvement plan. Each forthcoming project may use one or a combination of funds for design, construction management, and construction.



Analysis

As part of the on-going Pavement Rehabilitation Program, City staff is planning to rehabilitate pavement on 14 street segments in summer of 2025. Approximately half of streets on this list are in poor condition and need heavy rehabilitation.

Street Name	Beginning Location	End Location	Length (LF)	Width (LF)	Section Area (SF)	Current PCI
FOREST AVENUE	ALAMEDA DE LAS PULGAS	CIPRIANI BOULEVARD	950	18	17,100	29
CORONET BOULEVARD	ARTHUR AVENUE	PRINDLE ROAD	1,550	22	34,100	40
CORONET BOULEVARD	LYON AVENUE	ARTHUR AVENUE	1,750	22	38,500	66
MONTE CRESTA DRIVE	SAN JUAN BOULEVARD	BARCLAY WAY	1,600	22	35,200	42
MONTE CRESTA DRIVE	BARCLAY WAY	MONTE CRESTA COURT	225	22	4,950	81
MONTE CRESTA DRIVE	MONTE CRESTA COURT	DEAD END	600	22	13,200	36
PULLMAN AVENUE	COVINGTON ROAD	CORONET BOULEVARD	2,150	20	43,000	54
PULLMAN AVENUE	CORONET BOULEVARD	RALSTON AVENUE	200	24	4,800	0
RALSTON FRONTAGE RD	HILLER	KEDITH ST	675	38	25,650	0
RALSTON FRONTAGE RD	GRANADA ST	HILLER	200	21	4,200	78
COMSTOCK CIRCLE	REFUGE BOUNDARY	WALTHAM CROSS	400	40	16,000	13
COMSTOCK CIRCLE	HALLMARK DRIVE (S)	HALLMARK DRIVE (W)	2,300	31	71,300	17
LOWER LOCK AVENUE	END OF PAVED ROAD	HILLCREST DRIVE	950	26	24,700	51
E STREET	FIFTH AVENUE	SIXTH AVENUE	300	32	9,600	3

Staff solicited proposals from qualified consultants to design this project and selected Pavement Engineering, Inc. to develop the plans, specifications, and estimate package for the 2025 Pavement Project for \$410,828. The scope of work includes the following major items:

- Pavement Evaluation including surveying, deflection testing, coring and analysis to determine the best rehabilitation method.
- Curb Ramp Assessment and Design.
- Design stormwater improvements to comply with Municipal Regional Permit (MRP) requirements.
- Preparation of 65%, 90% and 100% Design Packages.
- Bid and Construction Support Services including the preparation of any needed addendums, attendance at meetings, review of contractor submittals and request for information and preparation of any needed change orders.
- Preparation of As-Built record drawings in AutoCAD

The estimated cost of this project's including design, construction, construction management, and inspection services is approximately \$5,000,000. The City does not have this budget as it currently stands. The design consultants will provide value engineering to identify potential options in reducing the estimated cost of construction, while providing a quality design that follows industry standards. Staff may reduce number of street segments or seek budget augmentation if additional funding is needed and available. Construction of the project is anticipated in summer 2025.



Alternatives

1. Take no action.
2. Refer back to staff for more information

Attachments

- A. Resolution
- B. PEI Proposal

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Funding in the amount of \$410,828 for this project (Project No. 3117) has been incorporated into the fiscal year 2024-29 five-year Capital Improvement Program and will come from the Measure I Fund and Road Maintenance and Rehabilitation Account (RMRA) Fund.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A TASK
ORDER WITH PAVEMENT ENGINEERING, INC. TO PROVIDE DESIGN SERVICES
FOR THE 2025 PAVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED
\$410,828**

WHEREAS, Staff solicited proposals from qualified civil engineering firms under existing on-call agreements to provide design services for the 2025 Pavement Project; and,

WHEREAS, Pavement Engineering Inc., was selected to provide design services based on their qualifications and experience with similar projects; and,

WHEREAS, funding in the amount of \$410,828 for this project (Project No. 3117) has been incorporated into the fiscal year 2024-29 five-year Capital Improvement Program and will come from the Measure I Fund and Road Maintenance and Rehabilitation Account (RMRA) Fund.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute a Task Order with Pavement Engineering Inc. for an amount not to exceed \$410,828.

* * *

ADOPTED May 14, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

February 22, 2024

MP23-530A

Bozhena Palatnik
Senior Civil Engineer
Public Works Department
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, CA 94002

Subject: Develop PS&E for 2025 Pavement Project

Dear Bozhena:

We appreciate the confidence you have in our services and look forward to working with you and the City of Belmont on its 2025 Pavement Project. This proposal outlines our services and fees.

Our scope of work includes measuring field quantities, preparing preliminary budgets, contract documents and estimates. The street list is attached at the end of this proposal.

Our scope of work is broken down into several tasks outlined below.

TASK 1 – PROJECT ADMINISTRATION

This work includes a kick-off meeting with City of Belmont staff to confirm the project's scope of work, schedule, budget, and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party for each project.

Progress meetings will be arranged to review the work at critical stages. For this project, we are recommending that we meet after we complete the work associated with Task 2 to review and confirm the final treatments and conceptual level budget analysis, then again at the 60% stage, at the 90% stage to review and confirm the final documents and collect comments. We anticipate four (4) meetings, including the kick-off meeting, with City of Belmont staff.

Constant communication between the project manager and City of Belmont staff is part of our approach and will help ensure a successful project.

TASK 2 – PRELIMINARY ENGINEERING

The purpose of this task is to gather and confirm all necessary information, either from field measurements or existing archives to facilitate the design and development of the project's contract documents. The end result of this task is to develop a concept level budget that can be used to refine the project to fit the City's anticipated construction budget. We have

separated the anticipated investigation/ work below and provided a detailed explanation of the expected work for each item.

Phase 2.1A - Pavement Analysis for 2025 Project Streets

PEI will perform pavement evaluation services including deflection testing, coring and analysis on all the project streets. This type of analysis will eliminate the guesswork and ensures that an optimum rehabilitation approach is identified. In addition, PEI has found that adequate cores and deflection data is invaluable during both the design and construction phases of the project. Our experience suggests that gathering this additional data helps produce designs that can last longer than average approaches, resulting in additional savings to the City.

The deflection analysis will be performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100-foot maximum intervals in each lane (minimum 10 tests per lane). On narrow roads, PEI will only deflection test one lane. Coring will be performed at 500-foot maximum intervals over the street segment (minimum two cores per street segment).

Traffic control will be provided using a vehicle with mounted warning lights conforming to MUTCD Figure 6H-17, Mobile Operations on a Two-Lane Road (TA-17). Modifications to this approach will result in additional fees. Flagging will be provided as needed. The City of Belmont will provide the design traffic index for each project street.

Since our cores will be confined to the AC layer only, our work excludes pre-marking the coring locations and coordination with Underground Service Alert.

We have included an allowance for additional investigation should any of the streets are severely structurally deficient. The additional investigation will include full measurement of the pavement section (AC & AB) as well as determining the R-value of the native soil. This information will allow us to develop reconstruction options.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays. The deflection testing and coring data for each street will be included in the project development binders; however, no formal deflection testing report will be prepared. Going straight from the raw analysis and data to design saves considerable design funds.

Phase 2.1B - Pavement Analysis for Shoreway Road

Our work includes deflection testing, coring, and providing pavement restoration recommendations for Shoreway Road from North/East City Limit to Change of Pavement (~950 LF, 2 lanes).

The field-testing portion of our work consists of deflection testing and coring the pavement to determine the asphalt layer thickness. Deflection testing will be performed every 100 feet. Coring will be performed at 500-foot maximum intervals over each street segment. Our work excludes pre-marking the coring locations and coordination with Underground Service Alert. Traffic control will consist of flashing lights and flagging as necessary. The City of Belmont will provide the traffic index of each street.

To assist us with the evaluation and recommendations, PEI will collect full depth cores (AC & AB) and collect native soil samples to determine the R-value. This information will allow us to expand our recommendations.

PEI will prepare an engineering report that summarizes our findings and provides pavement restoration options for the street segment tested.

Phase 2.2 - Measure Field Quantities and ADA Ramp Assessments

PEI will physically walk each of the project streets to measure and record all pertinent field quantities, including the location of existing striping, pavement markers and paint markings; location of underground utility covers; limits of paving transitions, digouts, and other pavement repairs; and the total area of pavement to be resurfaced. This information will be compiled into the bid schedule.

As part of our field review, PEI will evaluate the need for curb and gutter on streets where those improvements are currently missing. Specifically, we will identify locations where the installation of new curb and gutter will improve the roadside drainage and prevent erosion. PEI will present our findings to the City to determine if any new curb and gutter should be replaced.

If we identify any concrete repairs or tree root damage during our field reviews, we will note it and bring it to your attention to determine if the repairs should be added to the contract.

PEI has identified thirty-one (31) potential ramp locations associated with the project street list. As part of this task, PEI will assess these ramps to determine their compliancy with ADA regulations. Non-compliant ramps will be tallied and included in our concept level budget for discussion.

Phase 2.3 - Monument Perpetuation Research

PEI will work with a licensed surveyor to perform the monument perpetuation research needed for the project. The work will assist the City of Belmont with the monument identification and preservation process (State Business and Professions Code Section

8771) by performing a records search to locate any potential recorded survey monuments within the street limits. Our surveyor will prepare a written report that PEI will review with the City to determine which monuments might potentially be disturbed during construction and how to perpetuate them. Our work will include showing the monuments to be perpetuated on the plan set and performing a post-construction cross-check once the contractor is finished to verify the contractor's monument perpetuation work.

Phase 2.4 – Develop Concept Level Budget

After the site investigations and analysis outlined in Task 2 are complete, PEI will meet with the City to review the gathered information. As part of the meeting, we will review preliminary cost information developed for each street segment.

As part of our meeting, PEI will also discuss any drainage issues that are observed to determine if/ how to implement the needed improvements. In addition, we will discuss if any striping changes are anticipated and discuss how those changes will be included in the design.

This meeting will be where critical decisions are made in regard to how far the budget can be stretched. At the conclusion of this meeting, PEI and the City will have a clear understanding about the specific design approach that will be implemented for the project. This meeting will be considered the 35% submittal.

In addition to the tasks listed above, PEI will coordinate with City staff to obtain the following information:

- Facility maps from utility agencies
- Other available design data such as drainage facility maps, traffic data, City standards, front-end specifications, etc.

Task 2 Deliverables:

- Preliminary cost estimates for each roadway segment within each project area for City review.
- Pavement evaluation binders containing deflection summary sheets, coring and R-value data and summarized rehabilitation options.

TASK 3 – PREPARE PROJECT PLANS, SPECIFICATIONS AND ESTIMATES

Phase 3.1 - 60%, 90% and Final PS&E Submittals

PEI will develop project plans that will convey the design intent and treatments selected during the concept level budget meeting. We will use aerial images to

develop base sheets and provide details for typical sections, transitions, conforms, digouts, and additional pavement work as necessary.

PEI will submit any portion of the maintenance work that requires further clarification in the form of drafted plan views, details, elevations, or cross sections. PEI will compile all field quantities collected from Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet for each project. This will be considered the 60% submittal.

PEI will address City comments after the 60% review and make any needed changes to the plans. We will also prepare technical specifications that will incorporate the latest asphalt industry guidelines and criteria. This information will be submitted to the City at the 90% design review.

After reviewing the 90% submittal, we will meet with City staff to resolve any outstanding issues and will adjust the contract documents accordingly. A final 100% submittal will follow.

After the City reviews the 90% submittal, we will meet with staff to resolve any final outstanding issues and will adjust the contract documents accordingly. A final 100% submittal will follow.

We understand that the City will provide the front-end conditions for this project.

Our design assumes that all of the new striping, and pavement markers will match existing. In addition, all signage will remain the same. Changes to the existing striping will constitute a change in scope and additional fees will apply.

As part of our proposal preparation, PEI reviewed all of the streets and found that all the project streets have roadside improvements on both sides and therefore we do not anticipate designing any additional roadside improvements for this project.

Phase 3.2 – Curb Ramp Designs

This task includes developing curb ramp designs for any ramps that the City and PEI determine are non-compliant and should be upgraded. Each curb ramp design will include a topographic survey which will be tied to a local temporary benchmark and the necessary elevations and control to assist the contractor with construction.

We have estimated that there will be thirty-one (31) curb ramps that will need to be designed as part of this project. Because this number could vary depending on what we find during our curb ramp assessment in Task 2, we are providing a cost to design a typical ramp that can be multiplied by the number of ramps determined as part of the concept level budget analysis meeting.

Phase 3.3 – Utility Research and Coordination

PEI will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. PEI's field crew will collect the location of all of the visible utility covers located within the project street limits.

This information will be supplemented with information gathered from PEI's outreach to utility companies, to obtain necessary drawings or as-built plans. We will also notify local utility companies of the projects and provide a street map for their use.

PEI will obtain a current listing of utility companies and contact information from the City for this task.

Task 3 – Deliverables

Plan sets for the 60%, 90% and final submittals will be submitted electronically in PDF format. Technical specifications will be submitted in Word format.

TASK 4 – POTHOLE ALLOWANCE

For streets that require full depth reconstruction, where excavation will extend below the existing structural section, PEI will gather utility depths by contracting with a local contractor to perform potholing. The scope of this work will be determined based on the treatment selections from the pavement evaluation. For this proposal, we are assuming an allowance. Once the exact scope of work is confirmed, PEI will request a quote from the contractor. PEI will charge against the allowance as needed.

TASK 5 – C3 COMPLIANCE ASSISTANCE ALLOWANCE

On July 1, 2023 the Municipal Regional Stormwater Permit (MRP) was updated and the new permit requirements may be triggered by the pavement project. PEI will contract with Schaaf & Wheeler to assist with evaluating if the developed pavement designs do trigger the C3 requirements and if they do, how to implement the needed water quality treatment measures. PEI will charge against the allowance as needed.

TASK 6 – BID SUPPORT SERVICES

During the bid period, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available to attend a pre-bid meeting and for help with questions from the contractors during the bidding process and reviewing and evaluating bids. All fees for this task will be on a time and materials basis.

TASK 7 – CONSTRUCTION SUPPORT SERVICES

During construction, PEI will be available to City staff to attend construction meetings and respond to contractor questions concerning the plans and specifications. If needed, we will be available to make site visits and respond to RFIs during the construction process. In addition, we will review design questions, submittals, and construction problems. PEI will provide these services on an as-needed basis. All fees for this task will be on a time and materials basis.

TASK 8 – AS-BUILT DRAWINGS

PEI will prepare as-built drawings from the red-line construction set prepared by the City's selected CM firm for the 2025 pavement project. The as-builts will be prepared in AutoCAD format. PEI will coordinate with the CM firm for any red-line clarifications.

EXCLUDED WORK

Our work excludes topographic survey and ROW research of the roadways, developing traffic control or phasing plans, field marking digouts and providing testing or inspection services during construction. These services can be added to our scope at any time for additional fees. PEI will provide a proposal for any these services at the City's request.

Also not included is any electronic locating or potholing of underground utilities. Depending on the rehabilitation treatment selected for each road segment, this work may not be required. However, if full depth reclamation (FDR) is selected as the best rehabilitation option, then PEI can provide these services for an additional cost.

PROPOSED WORK SCHEDULE

PEI understands that the City would like to have the project in construction by the summer of 2025. It is our intent to have our work completed so the project can be bid in December of 2024 or January of 2025. A final schedule will be worked out with the City during our kick-off meeting.

PROPOSAL FEE & FEE BREAKDOWN

PEI's fee for the work is based on our experience with similar projects performed for the City and throughout the state. Our fee for this work is \$410,828 and is based on a project with an estimated construction cost of about \$4.3M.

Bozhena Palatnik
MP23-530A
February 22, 2024
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The attached breakdown shows our projected costs for each portion of the project. Our work will be invoiced on a time and material basis. The individual fees associated with each task will serve as guidelines for progress payments. All fees and costs associated with this project are subject to final negotiation with the City of Belmont. Any change in scope may result in additional fees. The attached proposal conditions apply.

Please call me at (805) 781-2265 with any questions you may have about this proposal.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Street List
 Estimated Fee Breakdown Schedule
 Proposal Conditions

pc: C File
 M File

**City of Belmont
2023 Pavement Project
Street List**

Road	From	To	Proposed Treatment
Forest Avenue	Alameda De Las Pulgas	Cipriani Boulevard	Light Rehabilitation
Coronet Boulevard	Arthur Avenue	Prindle Road	Light Rehabilitation
Coronet Boulevard	Lyon Avenue	Arthur Avenue	Light Rehabilitation
Monte Cresta Drive	San Juan Boulevard	Barclay Way	Light Rehabilitation
Monte Cresta Drive	Barclay Way	Monte Cresta Court	Light Rehabilitation
Monte Cresta Drive	Monte Cresta Court	Dead End	Heavy Rehabilitation
Pullman Avenue	Covington Road	Coronet Boulevard	Light Rehabilitation
Pullman Avenue	Coronet Boulevard	Ralston Avenue	Heavy Rehabilitation
Ralston Frontage Road	Hiller Street	Kedith Street	Heavy Rehabilitation
Ralston Frontage Road	Grandad Street	Hiller Street	Heavy Rehabilitation
Comstock Circle	Refuge Boundary	Waltham Cross	Heavy Rehabilitation
Comstock Circle	Hallmark Drive (S)	Hallmark Drive (W)	Heavy Rehabilitation
Lower Lock Avenue	End of Paved Road	Hillcrest Drive	Heavy Rehabilitation
E Street	Fifth Avenue	Sixth Avenue	Heavy Rehabilitation

**City of Belmont
2025 Pavement Project
Estimated Fee Breakdown Schedule**

TASK 1 PROJECT ADMINISTRATION				
	Position	Rate	Hours	Total
	Senior Principal Engineer	\$270	32	\$8,640
	Assistant Engineer	\$185	32	\$5,920
			Est. Total:	\$14,560
TASK 2 PRELIMINARY ENGINEERING				
Phase 2.1A Pavement Analysis for 2025 Streets				
	Lump Sum for analysis			\$32,500
	Allowance for Additional Investigation			\$7,500
			Est. Total:	\$40,000
Phase 2.1B Pavement Analysis for Shoreway Road				
	Lump Sum for analysis			\$7,510
			Est. Total:	\$7,510
Phase 2.2 Measure Field Quantities and Curb Ramp Assessments				
	Assistant Engineer	\$185	43	\$7,955
	Senior Engineering Technician	\$165	43	\$7,095
	Engineering Technician	\$150	43	\$6,450
			Est. Total:	\$21,500
Phase 2.3 Monument Perpetuation				
	Assistant Engineer	\$185	4	\$740
	Monument Perpetuation Report			\$7,160
			Est. Total:	\$7,900
Phase 2.4 Concept Level Budget Analysis				
	Senior Principal Engineer	\$270	4	\$1,080
	Assistant Engineer	\$185	8	\$1,480
	Senior Engineering Technician	\$165	8	\$1,320
			Est. Total:	\$3,880
TASK 3 PLANS, SPECIFICATIONS and ESTIMATES				
Phase 3.1 60%, 90% and Final PS&E Submittals				
	Senior Principal Engineer	\$270	64	\$17,280
	Assistant Engineer	\$185	120	\$22,200
	Senior Engineering Technician	\$165	232	\$38,280
	Engineering Technician	\$150	232	\$34,800
			Est. Total:	\$112,560
Phase 3.2 Curb Ramp Designs				
	Senior Principal Engineer	\$270	1	\$270
	Associate Engineer	\$190	2	\$380
	Assistant Engineer	\$185	10	\$1,850
	Senior Engineering Technician	\$165	6	\$990
			Est. Total Per Ramp	\$3,490
	Estimated Number of Ramps			31
			Est. Total	\$108,190

**City of Belmont
2025 Pavement Project
Estimated Fee Breakdown Schedule
(Continued)**

Phase 3.3 Utility Research and Coordination				
Assistant Engineer	\$185	8		\$1,480
Senior Engineering Technician	\$165	8		\$1,320
Engineering Technician	\$150	8		\$1,200
	Est. Total			\$4,000
TASK 4 POTHOLE ALLOWANCE				
Senior Principal Engineer	\$270	2		\$540
Assistant Engineer	\$185	4		\$740
Potholing Allowance				\$35,000
	Est. Total:			\$36,280
TASK 5 C3 COMPLIANCE ASSISTANCE ALLOWANCE				
Senior Principal Engineer	\$270	2		\$540
Assistant Engineer	\$185	4		\$740
Schaaf & Wheeler				\$17,358
	Est. Total:			\$18,638
TASK 6 BID SUPPORT SERVICES				
Senior Principal Engineer	\$270	2		\$540
Assistant Engineer	\$185	10		\$1,850
	Est. Total:			\$2,390
TASK 7 CONSTRUCTION SUPPORT SERVICES				
Senior Principal Engineer	\$270	56		\$15,120
Assistant Engineer	\$185	56		\$10,360
	Est. Total:			\$25,480
TASK 8 AS-BUILT DRAWINGS				
Senior Principal Engineer	\$270	2		\$540
Assistant Engineer	\$185	40		\$7,400
	Est. Total:			\$7,940
Total Estimated Project Fee:				\$410,828

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering and PMS technical services will be charged on a time and materials basis will be charged at the applicable hourly rates of the current PEI PMS fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. One copy of a PMS final report will be provided to the Owner. Additional copies are \$50 each.
6. Payment: Invoices will be submitted monthly. All invoices are due within 30 days. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



MEMORANDUM

TO: Mayor and Council
FROM: Brigitte Shearer, Parks & Recreation Director
DATE: May 9, 2024
SUBJECT: Council Study Session on Diversity, Equity, and Inclusion

Recommendation

Study Session, no action required.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Belmont has a history of protecting the civil rights, safety, and dignity of its community members. To this end, the Belmont City Council has taken the following actions.

- In March 2017, Belmont City Council passed its first resolution to this effect. The resolution expressed community support consistent with the City of Belmont's Vision Statement which states, "We value and celebrate a strong commitment to diversity, inclusion, safety, equality and dignity for all individuals in Belmont."
- In June 2020 Councilmembers Davina Hurt and Julia Mates issued a Council Memo asserting "The vision for our City is to be a city that works for everyone, and shows Belmont's commitment to safeguarding the civil rights, safety, and dignity of all community members, while denouncing stigmatization, racism, and xenophobia. A community where all people are writing the next chapters of Belmont's history. We look forward to writing the next chapter of our story in a way that reflects our mutual and strong desire for justice for all, equality, respect, and peace."
- In June 2020, Council established a Public Safety Ad Hoc Committee to review protocols, explore the experiences of the public, and work with the Police Department. Additional background, findings, and engagement of the Committee can be found at <https://www.belmont.gov/our-city/council-ad-hoc-committee-policing-and-public-safety>.
- In July 2020, in response to more recent political and public health challenges and global, national, and local events particularly impacting Belmont's people of color and Asian American communities, Council reaffirmed this position.

In 2021, the City created a new role of Diversity, Equity, and Inclusion(DEI) Officer and appointed Brigitte Shearer to the post. Shearer was tasked with spearheading an internal assessment of policies and procedures as well as an external assessment of programs and services

offered to the community to identify opportunities to further improve diversity, equity, and inclusion dimensions.



Staff developed a preliminary workplan to address this two-pronged effort. Internally, tasks were to include benchmarking City demographics; a survey of and listening sessions with staff; a review of City policies to enhance recruiting, professional development, and promotional processes; and teambuilding and training for staff. Externally, staff recommended the City focus on listening to the community's diverse voices to help identify and prioritize areas that could be improved or enhanced, in the City's programs, services, policies, and communications.

To initiate this effort, the City engaged a consultant, Irma Zoepf of the Z Bridge, to conduct an assessment of City policies, assist in creating awareness of DEI concepts among City staff, and develop plans for implementing DEI-related improvements in FY 23 and FY 24.

The DEI initiative is not a short-term project, but rather an affirmation of the City's commitment to develop greater awareness and pursue actions in-line with diversity, equity, and inclusion best practices. The goal of the City's internal and external efforts are to measurably improve the lives of those who have historically been under-represented, overlooked, and marginalized, and highlight Belmont's mission to value and celebrate diversity, inspiring its residents and businesses to do the same.

Analysis

To date, the City has undertaken several actions under the guidance of the consultant. First, a Steering Committee was formed to oversee this initiative. In FY 23 and FY 24, a DEI Working Committee consisting of a cross-section of City staff was formed to further explore opportunities to develop and begin the implementation of improvements to internal and public-facing operations, services, and programs.

Concurrently, City has continued to provide DEI training to the City's Senior Management Team, the DEI Working Committee and City staff at large. Additional training opportunities have been offered through neighboring city DEI programs and San Mateo County's DEI Office.

Today's Study Session will focus on operationalizing equity in Belmont. The agenda consists of the following:

- Recap Belmont's DEI Initiative to Date
- Diversity in Belmont's Community and City Staff
- (In)Equity - What Is It?
- How Do We Operationalize Equity in Belmont?

The goal of this discussion is to:

- Examine the unconscious sources of inequity.
- Recognize how inequity manifests itself in Belmont.
- Seek input from the City Council in identifying and prioritizing opportunities to mitigate inequities.

This discussion will provide guidance for City staff to incorporate DEI concepts into daily operations.