

COUNCILMEMBERS
Melissa Hernandez, Mayor
Michael McCorriston, Vice Mayor
Jean Josey, Councilmember
Dr. Sherry Hu, Councilmember
Kashef Qaadri, Councilmember



City Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

Regular Meeting of the **DUBLIN CITY COUNCIL**

Tuesday, February 21, 2023

**Location: City Council Chamber
100 Civic Plaza
Dublin, CA 94568**

CLOSED SESSION 6:30 PM **REGULAR MEETING 7:00 PM**

Pursuant to AB 361, the City is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public, without making available any physical location for the public.

Additional Meeting Procedures Available During the COVID-19 Pandemic

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at www.tv30.org and on the City's website at: <https://dublin.ca.gov/ccmeetings>

Members of the public who wish to participate in the meeting electronically have the option of giving public comment via Zoom, subject to the following procedures:

- Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, February 21, 2023. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the public comment period ends, or until the public comment period on non-agenda items is closed.
- Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case

REGULAR MEETING 7:00 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT OUT OF CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Employee Introduction

New City of Dublin Staff member, Kira Evers, GIS Coordinator with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

[Staff Report](#)

3.2 Presentation from Timothy Haile, Executive Director, with Contra Costa Transportation Authority

The City Council will receive an update from Timothy Haile, Executive Director, with Contra Costa Transportation Authority (CCTA) on CCTA's programs, projects, vision for the future, and the INNOVATE 680 Program.

STAFF RECOMMENDATION:

Receive the presentation.

[Staff Report](#)

3.3 Public Comment

At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

4. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

4.1 Approval of the February 7, 2023, Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the February 7, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 7, 2023 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - February 7, 2023 Regular City Council Meeting Minutes](#)

4.2 Termination of Local Emergency Related to the COVID-19 Pandemic

The City Council will consider adopting a resolution terminating the proclamation of a local emergency related to the COVID-19 pandemic.

STAFF RECOMMENDATION:

Adopt the **Resolution** Terminating the Proclamation of Existence of a Local Emergency Related to the COVID-19 Pandemic.

[Staff Report](#)

[Attachment 1 - Resolution Terminating the Proclamation of Existence of a Local Emergency Related to the COVID-19 Pandemic](#)

[Attachment 2 - Proclamation of Existence of a Local Emergency by Director of Emergency Services](#)

4.3 Two-Year Strategic Plan Quarterly Update

The City Council will receive a status update on the City's Two-Year Strategic Plan.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - Strategic Plan Quarterly Update](#)

4.4 Fiscal Year 2022-23 2nd Quarter Financial Review

The City Council will receive a financial report through the second quarter of Fiscal Year 2022-23 and consider amendments via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

[Staff Report](#)

[Attachment 1 - General Fund Summary Q2 FY 2022-23](#)

[Attachment 2 - General Fund Reserves Summary Q2 FY 2022-23](#)

[Attachment 3 - General Fund Transfers Out Q2 FY 2022-23](#)

[Attachment 4 - Budget Change Q2 FY 2022-23](#)

4.5 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive listings of payments issued from December 2022 and January 2023, totaling \$9,231,603.25 and \$10,630,200.56 respectively.

STAFF RECOMMENDATION:

Receive the reports.

[Staff Report](#)

[Attachment 1 - Payment Issuance Report for December 2022](#)

[Attachment 2 - Payment Issuance Report for January 2023](#)

4.6 City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2022

The City Council will receive an informational report of the City's investments through the quarter ending December 31, 2022 including a monthly transaction ledger. The City's investment portfolio for this period totaled \$358,810,052 (market value) with an average market yield of 4.39%. As required by the Policy, the City Treasurer (Administrative

Services Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - City of Dublin Investment Report for Period Ending December 31, 2022](#)

[Attachment 2 - Transaction Ledger - October through December 2022](#)

4.7 Revisions to the Personnel System

The City Council will consider revisions to the City's Personnel System and Position Allocation Plan to reflect proposed organizational changes.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Amending the Classification Plan; 2) **Resolution** Amending the Salary Plan for Management Positions Exempt from Competitive Service and for Full-Time Personnel; and 3) **Resolution** Amending the City of Dublin Position Allocation Plan for Fiscal Year 2022-23.

[Staff Report](#)

[Attachment 1 - Resolution Amending the Classification Plan](#)

[Attachment 2 - Exhibit A to the Resolution - AV Specialist Job Specification](#)

[Attachment 3 - Exhibit B to the Resolution - City Clerk Job Specification \(Redline Version\)](#)

[Attachment 4 - Resolution Amending the Salary Plan for Management Positions Exempt from Competitive Service and for Full-Time Personnel](#)

[Attachment 5 - Resolution Amending City of Dublin Position Allocation Plan Fiscal Year 2022-23](#)

[Attachment 6 - Exhibit A to the Resolution - Position Allocation for Fiscal Year 2022-23](#)

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Amador Station First Amended and Restated Community Benefit Program Agreement and Amended and Restated Affordable Housing Assistance Agreement and Transfer of the Agreements to The Related Companies of California (PLPA-2021-00019)

The City Council will consider approving an Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California, LLC for the development of the 300-unit Amador Station affordable housing development located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan area. The Community Benefit Program Agreement and Affordable Housing Assistance Agreement were originally approved by the City Council on September 21, 2021, and entered into with BRIDGE Dublin, LLC. Due to changes in funding availability and construction costs outside the developer's control, BRIDGE Housing has partnered on this project with Related California and is proposing to modify the project phasing and the timing of allocating residential units from the Downtown Dublin Specific Plan Development Pool to the project, and how the City's Affordable Housing Funds and Alameda County Measure A-1 bond funds are allocated to the revised project phases.

They are also requesting a \$4.3 million pre-development loan from the City. These changes result in the need to amend the Community Benefit Program Agreement and Affordable Housing Assistance Agreement for the project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California, LLC., for the Amador Station Affordable Housing Project.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Amended and Restated Community Benefit Program Agreement and Restated Affordable Housing Assistance Agreement between the City of Dublin and The Related Companies of California, LLC.](#)

[Attachment 2 - Exhibit A to the Resolution - First Amended and Restated Community Benefit Agreement](#)

[Attachment 3 - Exhibit B to the Resolution - Restated Affordable Housing Assistance Agreement](#)

[Attachment 4 - Redline Version - Exhibit A to the Resolution - First Amended and Restated Community Benefit Program Agreement](#)

[Attachment 5 - Redline Version - Exhibit B to the Resolution - Restated Affordable Housing Assistance Agreement](#)

[Attachment 6 - City Council September 21, 2021, Staff Report \(without attachments\)](#)

[Item 7.1 PowerPoint Presentation](#)

8. NEW BUSINESS

8.1 Community Charging Program Request from Dublin Chevrolet

The City Council will consider a request from Dublin Chevrolet to provide electric vehicle charging stations to the City through the General Motors Dealer Community Charging Program.

STAFF RECOMMENDATION:

Receive the report and take the following actions: 1) Authorize the City Manager to negotiate and enter into an agreement with Dublin Chevrolet to provide electric vehicle (EV) charging stations at a City of Dublin facility, subject to conditions, through the General Motors Dealer Community Charging Program; and 2) Authorize the City Manager to enter into a service agreement with FLO for EV charging services.

[Staff Report](#)

[Attachment 1 - General Motors Dealer Community Charging Guidelines](#)

[Item 8.1 PowerPoint Presentation](#)

8.2 Informational Report on the Sister City Program

The City Council will receive a report on the Sister City program.

STAFF RECOMMENDATION:

Receive the report and provide direction, as necessary.

[Staff Report](#)

[8.2 PowerPoint Presentation](#)

9. OTHER BUSINESS

Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a). If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe and secure environment, fosters new opportunities, provides equity across all programs, and champions a culture of diversity and inclusion.



STAFF REPORT CITY COUNCIL

Agenda Item 3.1

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Employee Introduction
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Kira Evers, GIS Coordinator with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Kira Evers, GIS Coordinator with the Public Works Department, will be introduced

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

Agenda Item 3.2

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation from Timothy Haile, Executive Director, with Contra Costa Transportation Authority
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will receive an update from Timothy Haile, Executive Director, with Contra Costa Transportation Authority (CCTA) on CCTA's programs, projects, vision for the future, and the INNOVATE 680 Program.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Contra Costa Transportation Authority (CCTA) is a public agency formed by Contra Costa County voters in 1988 to manage the county's transportation sales tax program and oversee countywide transportation planning efforts. In addition to planning, funding, and delivering the transportation projects and programs the voters approved, CCTA also serves as the county's congestion management agency and long-range transportation planning agency.

The City Council will receive a presentation on the programs and projects CCTA is currently working on and the agency's vision for the future of Contra Costa County and the region, including the INNOVATE 680 Program.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

Agenda Item 4.1

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the February 7, 2023 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the February 7, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 7, 2023 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the February 7, 2023 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) February 7, 2023 Regular City Council Meeting Minutes



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: February 7, 2023

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: <https://dublin.ca.gov/ccmeetings>

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, February 7, 2023, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hernandez.

1) CALL TO ORDER

Attendee Name	Status
Melissa Hernandez, Mayor	Present
Michael McCorriston, Vice Mayor	Present
Jean Josey, Councilmember	Present
Dr. Sherry Hu, Councilmember	Present
Kashef Qaadri, Councilmember	Present

2) PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Dublin United Soccer League 2011 Girls Premier and Elite Teams.

3) ORAL COMMUNICATIONS

3.1) Recognition of Dublin United Soccer League 2011 Girls Premier and Elite Teams

The City Council recognized Dublin United Soccer League's 2011 Girls Premier and Elite teams for winning the championships in their divisions.

3.2) Presentation of Plaques to Outgoing Commissioners and Committee Members

The City Council recognized outgoing commissioners and committee members for their service and dedication to the City as outlined in the staff report and plaques were presented to those in attendance, including: Kristin Speck (Parks and Community Services

Commission); Steve Minniear, and Eileen Liu (Heritage and Cultural Arts Commission); Michele Wayland (Senior Center Advisory Committee); and Kashef Qaadri (Planning Commission).

3.3) Employee Introductions

New City of Dublin Staff members, Marc Sisto, Maintenance Coordinator with the Public Works Department, and Ruby Von Mecklenburg, Office Assistant II with the Parks and Community Services Department were introduced.

3.4) Public Comment

Natalie Kemp-Wu provided public comment.

Brent Songey provided public comment.

Juan C. Venegas provided public comment.

4) CONSENT CALENDAR

4.1) Approved the January 10, 2023, Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 09-23 titled, “Approving an Agreement with RES Environmental Operating Company, LLC for Environmental Mitigation Services for the Dublin Boulevard Extension - Fallon Road to North Canyons Parkway Project, CIP No. ST0216,” and approved the budget change.

4.3) Adopted Resolution No. 10-23 titled, “Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361.”

4.5) Adopted Resolution No. 11-23 titled, “Approving the Cooperative Agreement with Alameda County Transportation Commission for the Green Stormwater Infrastructure Project.”

4.7) Adopted Resolution No. 12-23 titled, “Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof,” directed Staff to notify the public of the adoption of this Resolution, and scheduled a public hearing for the April 4, 2023 City Council meeting at which time the City Council will hear and consider objections to this abatement order

On a motion by Councilmember Josey, seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council adopted the Consent Calendar items, except for items 4.4 and 4.6.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Michael McCorriston, Vice Mayor
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

4.4) *City Council Participation in the 2023 St. Patrick's Day Parade*

This item was pulled from the consent calendar by Mayor Hernandez for further discussion.

The City Council discussed alternative ideas for the City Council's participation in the St. Patrick's Day parade.

By consensus, the City Council directed Staff to move forward with preparations to have the City Council walk in the St. Patrick's Day parade.

4.6) *Appointment of City of Dublin Poet Laureate*

This item was pulled from the consent calendar for public comment.

James Morehead provided public comment and read an original poem.

On a motion by Councilmember Qaadri and seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council confirmed the Mayor's appointment of James Morehead to serve as City of Dublin Poet Laureate from February 8, 2023 to December 31, 2024.

RESULT:	APPOINTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Vice Mayor
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) 2023 Draft City of Dublin Legislative Platform

The City Council received a report on the draft 2023 Legislative Platform, asked clarifying questions, and provided feedback on the platform.

Mayor Hernandez opened the public comment period. Upon receiving no public comment, Mayor Hernandez closed the public comment period.

8.2) Informational Report on Adult Day Services Programs

The City Council received an informational report on Adult Day Services Programs, including an overview of their structures, regulations, and local program examples. The City Council asked clarifying questions and provided feedback on the report.

Mayor Hernandez opened the public comment period.

Zach Lupton provided public comment.

Guy Houston provided public comment.

Mayor Hernandez closed the public comment period.

8.3) Future Events at Don Biddle Community Park

The City Council received a report on the possible relocation and addition of City events and festivals, including Splatter, to Don Biddle Community Park.

Mayor Hernandez opened the public comment period.

Steve Minniear provided public comment.

Mayor Hernandez closed the public comment period.

By consensus, the City Council directed Staff to not relocate Splatter to Don Biddle Park for 2023.

9) OTHER BUSINESS

The City Council and Staff provided brief information-only reports, including committee reports and reports by the City Council related to meetings attended at City expense (AB1234).

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 9:23 p.m.

Mayor

ATTEST:

City Clerk



STAFF REPORT CITY COUNCIL

Agenda Item 4.2

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Termination of Local Emergency Related to the COVID-19 Pandemic
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider adopting a resolution terminating the proclamation of a local emergency related to the COVID-19 pandemic.

STAFF RECOMMENDATION:

Adopt the **Resolution** Terminating the Proclamation of Existence of a Local Emergency Related to the COVID-19 Pandemic.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On March 4, 2020, Governor Newsom proclaimed a State of Emergency related to the spread of COVID-19. On March 16, 2020, the City Manager, acting in her capacity as Director of Emergency Services, proclaimed the existence of a local emergency within the City of Dublin relating to the COVID-19 pandemic pursuant to Dublin Municipal Code Chapter 2.44.060(A) (Attachment 2). The City Council ratified this Local Emergency Proclamation in an emergency meeting on March 18, 2020. On May 5, 2020, the City Council reaffirmed the Proclamation, per Government Code Section 8630.

Pursuant to the Proclamation, the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Dublin.

Over the course of the last three years the City has responded and adapted to ever-changing developments in the pandemic. Through a myriad of programs developed by Staff and with the leadership of the City Council, the City was able to protect and support vulnerable residents and

small businesses, and emerge from the pandemic stronger than before.

In recent months, the pandemic has progressed toward a more endemic stage, where COVID-19 will eventually circulate in a more predictable and manageable manner. As this has happened, the State of California has taken steps to eventually exit the State of Emergency, including terminating the Stay-at-Home Order on June 15, 2021, and Blueprint for a Safer Economy on February 25, 2022. The Governor will end the State of Emergency on February 28, 2023.

At this point, the City has resumed normal operations with adjustments to account for a post-pandemic world. The emergency powers and authority granted by the local emergency proclamation are no longer needed. Given these considerations, it is now appropriate for the City to terminate the local emergency.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Terminating the Proclamation of Existence of a Local Emergency Related to the COVID-19 Pandemic
- 2) Proclamation of Existence of a Local Emergency By Director of Emergency Services

RESOLUTION NO. XX – 23

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**TERMINATING THE PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
RELATED TO THE COVID-19 PANDEMIC**

WHEREAS, Section 8630, Article 14, of the California Emergency Services Act empowers the City Council to proclaim the existence or threatened existence of a local emergency when the City of Dublin is affected or likely to be affected by a public calamity; and

WHEREAS, Chapter 2.44 (Disaster Preparedness) of the Dublin Municipal Code similarly empowers the City Manager, in their capacity as the Director of Emergency Services, to proclaim and/or request the City Council to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, on March 16, 2020 the City's Director of Emergency Services proclaimed that a local emergency exists throughout the City of Dublin; and

WHEREAS, on March 18, 2020 the City Council ratified the Proclamation of Local Emergency; and

WHEREAS, on May 5, 2020 the City Council reaffirmed the Proclamation of Local Emergency pursuant to Government Code Section 8630; and

WHEREAS, the State of California has taken steps to exit the State of Emergency, including terminating both the Stay-at-Home Order and the Blueprint for a Safer Economy on June 15, 2021. The Governor will end the State of Emergency on February 28, 2023; and

WHEREAS, the City has resumed normal operations with adjustments to account for a post-pandemic world and the emergency powers and authority granted by the Local Emergency Proclamation are no longer needed; and

WHEREAS, based on the State's and City's actions, the City Council now finds that conditions warrant the termination of the Local Emergency proclaimed on March 16, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby terminates the local emergency relating to the COVID-19 pandemic, effective February 28, 2023, concurrently with the termination of the State of California's State of Emergency.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 21st day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
BY DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Chapter 2.44.060(A) of the Dublin Municipal Code, adopted on January 14, 1985, empowers the Director of Emergency Services to proclaim the existence or threatened existence of a Local Emergency when said City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, as the Director of Emergency Services of the City of Dublin, I hereby find that conditions of extreme peril to the safety of persons and property have arisen with said City caused by an outbreak and community spread of COVID-19 in Alameda County; and,

WHEREAS, On March 16, 2020 the Alameda County Health Officer issued an Order directing all individuals living in the county to shelter at their place of residence, subject to certain exceptions, from 12:00AM on March 17, 2020 through 11:59PM on April 7, 2020; and,

WHEREAS, that the aforesaid conditions of extreme peril warrant and necessitate the proclamation the existence of a Local Emergency; and

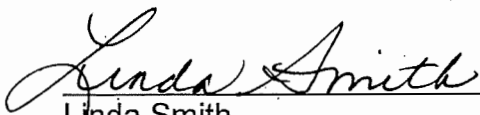
WHEREAS, that the City Council of the City of Dublin is not in session and cannot immediately be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a LOCAL EMERGENCY now exists throughout said City; and,

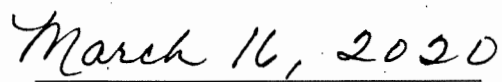
BE IT FURTHER PROCLAIMED that this proclamation shall be in effect for a period of seven days, by which time it must be ratified by the City Council, pursuant to Dublin Municipal Code Section 2.44.060 (A)(1); and.

BE IT FURTHER ORDERED THAT all City officers and employees take all steps requested by the City Manager to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and,

BE IT FURTHER ORDERED THAT all City officers and employees take all steps requested by the City Manager to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs from this emergency.



Linda Smith
Director of Emergency Services



Date

STAFF REPORT CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Two-Year Strategic Plan Quarterly Update
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will receive a status update on the City's Two-Year Strategic Plan.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council adopted the City's Two-Year Strategic Plan on April 19, 2022. This Plan sets the overall direction for the City, guiding resources and setting specific objectives to drive City action. The Plan coincides with Fiscal Years 2022-23 and 2023-24.

This report represents the second of eight quarterly Strategic Plan updates, covering the period of October 1, 2022, through December 31, 2022. Updates for the strategies and objectives are provided in Attachment 1.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Strategic Plan Quarterly Update

Strategy 1	Downtown Dublin and Economic Development
Objective A	Continue support of the downtown preferred vision and downtown specific plan including improving visual and environmental quality and evaluating specific business uses.
<i>Prior Update:</i>	Staff continues to work with the majority Property Owner of the Dublin Place shopping center on the Downtown Preferred Vision (DPV). The Property Owner's team has shared a master site plan that shows modifications to the town square and street grid network while still capturing the intent of the DPV.
<i>New Update:</i>	Planning Staff is reviewing the DPV and the applicant's master site plan to identify amendments to the DDSP to implement the DPV. Staff and Avalon Bay are working on a large-scale public art piece that will parallel the north side of the St. Patrick's Way extension between Golden Gate Drive and Regional Street. The nearly 400-foot-long piece of art will help create a sense of place in a future civic gathering space downtown and provide a visual barrier along the back of a large retail center.
Objective B	Pursue mixed-use projects to create economic vitality.
<i>Prior Update:</i>	The work being done as part of Objective A will include a mixed-use development project bordering the town square. Staff also continue to have discussions with developers who are interested in other areas of the Downtown Dublin Specific Plan area for mixed-use opportunities.
<i>New Update:</i>	No change from prior update.
Objective C	Grant conditional tax and/or development fee relief for new developments in the Downtown.
<i>Prior Update:</i>	Not started.
<i>New Update:</i>	Staff has begun research on such incentive programs throughout the State.
Objective D	Support local businesses and new business attraction (ensure revenue-generating industries).
<i>Prior Update:</i>	The City's Small Business Recovery Playbook's strategic initiatives include helping support local businesses through webinars, roundtables, job fairs, and a new business spotlight program. For business attraction, Staff has been reaching out to retailers and food and beverage tenants regarding second-generation restaurant spaces available. Several new tenants have signed leases and have submitted plans for their tenant improvements.
<i>New Update:</i>	Staff developed and distributed the first Holiday Gift Guide with more than 50 businesses participating. In addition, two business webinars were held.

	For business attraction, Staff has been reaching out to retailers and food and beverage tenants regarding second-generation restaurant spaces available. Several new tenants have signed leases and have submitted plans for their tenant improvements including but not limited to Anjappar, Cloves, Pizza My Heart, Angus the Butcher Shop, Five Below, and VinFast. The City received and is processing an application for the redevelopment of the Hexcel Corporation site for a new business park to support the life science industry.
Objective E	Continue the Fallon-East development strategy.
<i>Prior Update:</i>	Staff continues to hold regular meetings with the GH PacVest team as they prepare a development proposal. Staff is also processing map applications for the Branaugh and Righetti properties.
<i>New Update:</i>	Staff is processing a preliminary application from GH PacVest.

Strategy 2	Housing Affordability
Objective A	Develop a Certified Housing Element that balances the location of housing options for all income types.
<i>Prior Update:</i>	Staff is updating the Draft Housing Element to address comments from HCD and interested parties, preparing related amendments to policy documents, and preparing the CEQA analysis for consideration by the Planning Commission and City Council this fall.
<i>New Update:</i>	The City Council adopted the Housing Element on November 15, 2022. Staff then submitted the Housing Element to HCD for their 60-day review and is awaiting certification or comments from HCD.
Objective B	Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
<i>Prior Update:</i>	Not started.
<i>New Update:</i>	Staff is preparing a request for proposals (RFP) from qualified consultants to assist with this effort in concert with Objective 2.C.
Objective C	Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.
<i>Prior Update:</i>	Not started.

<i>New Update:</i>	Staff is preparing an RFP from qualified consultants to assist with this effort in concert with Objective 2.B.
Objective D	Facilitate the production of affordable housing for lower income seniors, workforce, and special needs households.
<i>Prior Update:</i>	Staff submitted a \$3.3M Local Housing Trust Fund Grant application for the Amador Station/BRIDGE Housing project. Staff is working with BART and BRIDGE Housing on the terms of the ground lease reassignment. Staff has also been in discussions with BRIDGE on a potential pre-construction loan that would provide funding needed for BRIDGE to gain site control.
<i>New Update:</i>	The City was awarded a \$3.3M Local Housing Trust Fund Grant from the California Department of Housing and Community Development for the 300-unit Amador Station affordable housing project adjacent to the West Dublin/Pleasanton BART Station. Additionally, Staff is working with the Amador Station development team on modifications to the project phasing and the terms of a pre-construction loan which is anticipated to be considered by the City Council in February 2023. Staff continues to work with Eden Housing to construct the 113-unit Regional Street Senior Affordable Housing development. Staff continues to work with Alameda County staff to assign the Transit Center D-1 site to Eden Housing for an affordable housing development.
Objective E	Review the housing market analysis and establish a strategy to meet the “middle market” demand, if needed, to ensure right mix.
<i>Prior Update:</i>	Not started.
<i>New Update:</i>	No change from prior update.
Objective F	Review ownership programs for first-time buyers and explore alternative options.
<i>Prior Update:</i>	Not started.
<i>New Update:</i>	No change from prior update.

Strategy 3	Infrastructure Maintenance and Reinvestment
Objective A	Use surplus and lump sum funding to increase the City’s internal service funds.
<i>Prior Update:</i>	The FY 22-23 Budget includes a \$2 million transfer to the Internal Service Fund for equipment replacement.

<i>New Update:</i>	No change from prior update.
Objective B	Provide on-going condition assessments of aging city facilities and assets.
<i>Prior Update:</i>	Dublin continues to utilize MCT's StreetSaver software for pavement inspection and maintenance planning. MCE is conducting quarterly quality assurance reviews of all buildings and parks. Recruitment for the Maintenance Coordinator position is underway.
<i>New Update:</i>	The City successfully recruited and hired a Maintenance Coordinator, with a January 2023 start date.
Objective C	Explore finance options for long-term pavement management needs.
<i>Prior Update:</i>	The City Council approved the designation of \$2 million from the FY 21-22 General Fund surplus for the project, and Staff continues to explore additional funding options. The MTC 2021 Regional Pavement Condition Summary Report was released in September. Dublin's Pavement Condition Index (PCI) is 82 (Very Good) but dropped two points from the prior year. Staff is working with pavement engineering consultant to draft a multi-year paving plan.
<i>New Update:</i>	Staff applied for the next round of MTC funding through the Pavement Technical Assistance Program (P-TAP).
Objective D	Explore use of funding mechanisms like community facilities districts for capital and on-going maintenance needs.
<i>Prior Update:</i>	All of the Fallon East properties, as well as the East Ranch development, will have a requirement to form or annex into a CFD (subject to the City Council discretion) for Public Services for new public infrastructure, such as streets and parks.
<i>New Update:</i>	Staff is working with the developer on a framework for an East Ranch maintenance CFD.
Objective E	Continue to implement measures identified in the Climate Action Plan.
<i>Prior Update:</i>	Two CAP 2030 Reach Codes are in development: all-electric new construction (Measure EE-1) and electric vehicle charging stations (Measure SM-1) codes.
<i>New Update:</i>	Two CAP 2030 Reach Codes were adopted as part of the 2022 Building Code: all-electric new construction (Measure EE-1) and electric vehicle charging stations (Measure SM-1) codes.

Strategy 4	Organizational Health
Objective A	Use existing reserves to address the unfunded Dougherty Regional Fire Authority (DRFA) pension liability.

<i>Prior Update:</i>	The FY 22-23 Budget includes an additional lump-sum payment of \$3.46 million from the designated reserve to address the DRFA unfunded liability.
<i>New Update:</i>	No change from prior update.
Objective B	Complete an update to the Public Facility Fee Program.
<i>Prior Update:</i>	Staff has retained the services of Willdan to assist with the update to the program. Willdan is compiling all the necessary data to inform the various fee amounts by category with an estimated completion of Winter 2023.
<i>New Update:</i>	No change from prior update.
Objective C	Make annual contributions to reserves for the early payoff of the energy efficiency bonds.
<i>Prior Update:</i>	The City Council approved an additional \$2 million from the FY 21-22 General Fund surplus to the existing reserve. The reserve balance as of September 30, 2022, is \$6 million.
<i>New Update:</i>	No change from prior update.
Objective D	Conduct a feasibility study into the fiber connectivity between City facilities.
<i>Prior Update:</i>	A new CIP, Municipal Fiber (GI0323) was created. The first phase is to solicit consultant services to develop a five-year fiber optic master plan and feasibility study.
<i>New Update:</i>	Staff is preparing the RFP for the consultant services and plans to release it in spring 2023.
Objective E	Complete an update to the User Fee Study.
<i>Prior Update:</i>	Not started due to the exception workload in Finance related to the implementation of the enterprise resource planning software system.
<i>New Update:</i>	No change from prior update.

Strategy 5	Safe and Accessible Community
Objective A	Evaluate the feasibility and strategies for a community-wide fiber network.
<i>Prior Update:</i>	Not started.
<i>New Update:</i>	No change from prior update.

Objective B	Continue to engage with the community using all appropriate methods to share and exchange information.
<i>Prior Update:</i>	Engagement with the community on the City’s social media accounts continues to increase. In the past year, “reach” has increased 97% on Instagram and 74% on Facebook (Twitter not available). From mid-October 2021 to mid-October 2022, there had been a 112% increase in profile visits on Instagram, and a 176% increase in page visits on Facebook. From July to October 2022, engagement has increased 91% on Instagram and 45% on Facebook. Flyers for senior events are being translated into four different languages – Chinese; Filipino; Korean; and Hindi. Staff is finalizing an agreement for on-call translations services to assist in ongoing translation needs.
<i>New Update:</i>	Communications Staff is developing a language survey to be sent to all Dublin households to understand the languages the City should publish public information in.
Objective C	Provide more opportunities for residents to complete transactions with the City online, with appropriate security measures.
<i>Prior Update:</i>	Staff is implementing the new enterprise resource planning software update, and this will allow residents and businesses to pay for non-recreation services through this web-based portal upon completion.
<i>New Update:</i>	No change from prior update.
Objective D	Ensure programs remain affordable and accessible to all members of the community, especially lower income families and seniors.
<i>Prior Update:</i>	The 2022 Benefit Concert raised \$1,800 for the fee assistance program for youth and seniors. The event was moved to the first Farmers’ Market of the season, attracting more attendance, and creating additional awareness of the fee assistance program. The Dublin LEAD Program was \$140 for the entire summer. The program promotes leadership and development skills, including interviewing and resume-building, customer service, and other professional skills, for grades 6-12. The Senior Center offers several programs that are free to senior participants. Programs include: an orientation to seniors to help them become familiar with the Center, staff, programs, and activities; “Senior Cinema,” including a movie, drinks, and popcorn; and senior mixers which include fun and educational experiences.

<i>New Update:</i>	Staff partnered with KTVU Channel 2 to host a free admission day at The Wave on August 12, 2022. The event allowed certain those with certain financial constraints to visit The Wave at no charge. Roughly 400 participants attended the event, many enjoying the award-winning facility for the first time.
Objective E	Support existing and innovative public safety efforts, like the DPS Behavioral Health Unit.
<i>Prior Update:</i>	DPS launched the Behavioral Health Unit in July 2022. A supervisor and clinician have been hired. DPS continues to work to hire a second clinician.
<i>New Update:</i>	DPS hired a second clinician to complete its staffing and they are working closely with the deputies and with the community in need. Additionally, DPS hosted the first Trunk or Treat event for the community in October. The event was well attended by the community.
Objective F	Support community awareness of protected and preserved open space in and around Dublin.
<i>Prior Update:</i>	The Dublin Trail Challenge encouraged community members to walk, run or hike all 26 miles of trails in Dublin. Those that completed the challenge received a free shirt. The event was free and open to all ages. The City hosted another Goosechase game that encouraged people to visit places all around Dublin using pictures of those sites from years ago, then to take a photo of the site to see how much it has changed. The game encouraged residents to visit parks and places of historical interest all around Dublin.
<i>New Update:</i>	No change from prior update.



STAFF REPORT

CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fiscal Year 2022-23 2nd Quarter Financial Review
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

The City Council will receive a financial report through the second quarter of Fiscal Year 2022-23 and consider amendments via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

FINANCIAL IMPACT:

Approval of the budget change will result in a net increase to the General Fund revenue budget of \$3,668,068 and an increase in the General Fund expenditure budget of \$1,725,000, including \$1.1 million in transfers out to the Capital Improvement Program (CIP), resulting a net increase in General Fund reserves of \$1,943,068. The City is projected to be in an operating surplus position of \$14,990,476 in Fiscal Year 2022-23. Total General Fund reserves are projected at \$211,478,758 by June 30, 2023.

This report also contains various budget changes in other funds requiring City Council approval.

DESCRIPTION:

The purpose of this report is to update the City Council on the status of the Fiscal Year 2022-23 General Fund Amended Budget and projected reserves. As a reminder, the Amended Budget includes budget amendments already approved by the City Council since July 1, as well as carryover budgets from the prior year. The Budget Change Form (Attachment 4) lists all new amendments needing approval in the General Fund as well as in other funds.

General Fund Summary (Attachment 1)

General Fund revenues are projected to come in \$3,668,068 higher than the Amended Budget, accounting for higher sales tax, property tax, charges for services, and facility rentals. On the expenditure side, Staff is recommending an increase of \$625,000 in operating expenditures and \$1.1 million in transfers out to the CIP.

Table 1 summarizes the proposed changes to revenues and expenditures, followed by a discussion of the changes.

Table 1: Revenue and Expenditure Changes	
Category	Amount
Revenues	
Property Tax	\$1,300,000
Sales Tax	1,000,000
Interest	800,000
Charge for Services & Other	503,068
Transfers In	65,000
Total Revenues	\$3,668,068
Expenditures	
Utilities	235,000
Contracted Services	260,000
Capital Outlay	130,000
Transfers Out	1,100,000
Total Expenditures	\$1,725,000
General Fund Impact	\$1,943,068

Revenues

Property Tax Revenue – increase of \$1,300,000

The budget adjustment is due to growth in property sales and new construction in 2021, the year used for growth in the assessment roll for 2022-23. In addition, the budget assumed a 2.5% delinquency rate and the actual delinquency rate was significantly lower.

Sales Tax Revenue – increase of \$1,000,000

The City continues to experience sales tax revenue growth in Fiscal Year 2022-23, primarily in the Autos and Transportation, Building and Construction, and Business and Industry categories. Auto inventory available for sale is finally increasing from historic lows after recent supply chain disruptions and computer chip shortages ease, particularly for luxury and high-end vehicles. In the Building and Construction category, merchants passed along inflation impacts to customers, especially plumbing/electrical suppliers and contractors. The Business and Industry category experienced strong growth due to significant surges in the Business-to-Business segment and heavy industrial companies along with a onetime allocation for specialized equipment.

Interest – increase of \$800,000

The projected increase in interest earnings is due to the Federal Reserve's multiple increases to interest rates.

Charges for Services and Other Revenues– net increase of \$503,068

The net increase is due to the following:

- Charges for Services revenue is projected to increase \$454,071, primarily for increased program enrollments in Parks and Recreation programs.
- Development revenue is projected to decrease \$175,000 in correspondence with year-to-date information on City encroachment permits.
- Facility Rental revenue is projected higher than the budget by \$176,097 due to additional fields and courts being made available for rental, and an overall increase in demand.
- Fines and Penalties revenue is projected to decrease by \$20,000 based on year-to-date activity.
- Other Revenue is projected to increase by \$67,900 due to higher-than-budgeted concessions revenue at The Wave.

Transfers In – increase of \$65,000

Transfers In will increase to account for a portion of the Environmental division Staff being eligible for funding by Measure D.

Expenditures

Utilities –increase of \$235,000

Utilities costs are projected to be higher than budget based on actual usage and higher gas prices.

Contract Services –increase of \$260,000

Contract Services costs are increasing as the result of the following:

- The City's contract with Alameda County Fire Department requires an increase of \$160,000 due to its cost-of-living adjustment provided to employees.
- In accordance with the contract with Amador Valley Industries (AVI) for waste management, the City will be conducting a performance and financial review of AVI's services. The contract is estimated at \$100,000 which will be reimbursed by AVI; the budget increase is to account for the timing difference in expenditures and the reimbursement.

Capital Outlay –increase of \$130,000

Capital Outlay requires an increase of \$130,000 to fund the replacement of chairs and tables in the Regional Meeting Room and the Library, and to purchase a new vehicle for the Public Works Maintenance Division.

General Fund Reserves and Transfers Out

The budget adjustment includes \$1.1 million in transfers out to the Resiliency and Disaster Preparedness Improvements Project (GI0221), to provide funding for the planning, design,

environmental permitting, and construction to make repairs at various sites impacted by the recent storm.

After incorporating all adjustments as illustrated in Table 2 below, total reserves are projected to decrease by \$12,378,747 from the prior year, primarily attributed to budget carryovers for CIPs and operating projects that were not complete in Fiscal Year 2021-22. Staff is projecting an operating surplus of \$15.0 million for Fiscal Year 2022-23.

The budget includes \$21.0 million in transfers out to CIPs, \$13.5 million of which is funded by Committed/Assigned reserves. In addition, \$6.5 million is budgeted as contributions to other funds or for specific purposes, including ongoing contributions to Internal Service Funds and the City's pension plan, and a one-time additional lump sum contribution to the City's allocated share of unfunded pension liabilities for Dougherty Regional Fire Authority (DRFA), which is funded by a Committed Reserve.

A list of changes to specific reserves is provided as Attachment 2 (General Fund Reserves Summary). A detailed list of transfers out of the General Fund is provided as Attachment 3 (General Fund Transfers Out).

Table 2: General Fund Summary

	FY 2021-22 Actual	FY 2022-23 Adopted*	New FY 2022-23 Amended
Total Reserves, Beginning of Year	\$209,764,495	\$208,866,308	\$223,857,505
Revenues	114,572,363	108,709,762	112,212,331
Expenditures	(80,931,058)	(94,018,847)	(97,221,855)
Net Operating Budget Impact	\$33,641,305	\$14,690,915	\$14,990,476
Transfers In	312,874	77,900	142,900
Unrealized Gain/Loss	(15,525,055)		
Transfers Out/Contribution to Other	(4,336,114)	(11,067,815)	(27,512,122)
Total Reserves, End of Year	\$223,857,505	\$212,567,308	\$211,478,758

Change from Prior Year (\$12,378,747)

* FY2022-23 Adopted beginning reserve balance is based on FY 2021-22 projection.

Other Funds

Staff requests the City Council's approval to amend the budget for the following:

- Measure D Fund – Approve a transfer out of \$65,000 to reimburse the General Fund for Environmental Division personnel costs that are eligible for Measure D funding.
- Santa Rita 1997-1 Assessment District Fund - Appropriate \$13,000 for higher-than-budgeted recycled water costs.
- East Dublin 1999-1 Assessment District Fund - Appropriate \$10,000 for higher-than-budgeted electric costs.
- Measure BB Grant Fund – Reduce the CIP budget for Dublin Blvd Extension (ST0216) by

\$60,176 and make available the funding source to other CIPs as the portion of the project eligible for the funding is complete.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) General Fund Summary Q2 FY 2022-23
- 2) General Fund Reserves Summary Q2 FY 2022-23
- 3) General Fund Transfers Out Q2 FY 2022-23
- 4) Budget Change Q2 FY 2022-23

GENERAL FUND SUMMARY - Q2 FY 2022-23

	Actual 2021-22	Adopted 2022-23	Amended 2022-23	Q2 Adjustment	New Amended 2022-23
Revenues					
Property Tax	\$55,186,388	\$55,163,000	\$55,163,000	\$1,300,000	\$56,463,000
Sales Tax	26,456,903	26,400,000	26,400,000	1,000,000	27,400,000
Sales Tax Reimbursements	(346,696)	(405,555)	(405,555)		(405,555)
Development Revenue	9,803,444	7,702,334	7,562,355	(175,000)	7,387,355
Transient Occupancy Tax	1,255,575	1,400,000	1,400,000		1,400,000
Other Taxes	7,025,567	6,560,000	6,560,000		6,560,000
Licenses & Permits	354,643	351,373	351,373		351,373
Fines & Penalties	70,714	85,000	85,000	(20,000)	65,000
Interest Earnings	2,269,289	1,510,000	1,510,000	800,000	2,310,000
Rentals and Leases	1,647,882	1,477,330	1,477,330	176,097	1,653,427
Intergovernmental	324,519	290,000	290,000		290,000
Charges for Services	8,022,099	6,496,124	6,496,124	454,071	6,950,195
Other Revenue	2,502,034	1,680,156	1,719,636	67,900	1,787,536
Subtotal Revenues - Operating	\$114,572,363	\$108,709,762	\$108,609,263	\$3,603,068	\$112,212,331
Transfers In	\$312,874	\$77,900	\$77,900	\$65,000	\$142,900
Unrealized Gains/Losses	(15,525,055)	-	-		-
Total Revenues	\$99,360,182	\$108,787,662	\$108,687,163	\$3,668,068	\$112,355,231
Expenditures					
Salaries & Wages	\$11,670,597	\$13,249,383	\$13,481,615		\$13,481,615
Benefits	4,728,716	5,488,704	5,567,488		5,567,488
Services & Supplies	3,894,567	5,178,309	5,434,414		5,434,414
Internal Service Fund Charges	3,907,323	4,932,571	4,932,571		4,932,571
Utilities	2,511,166	3,485,435	3,485,435	235,000	3,720,435
Contracted Services	52,920,629	59,695,219	61,661,855	260,000	61,921,855
Capital Outlay	339,943	432,737	496,987	130,000	626,987
Debt Service Payment	-	1,333,050	1,333,050		1,333,050
Contingency & Miscellaneous	958,117	223,440	203,440		203,440
Subtotal Expenditures - Operating	\$80,931,058	\$94,018,847	\$96,596,855	\$625,000	\$97,221,855
Operating Impact (REV-EXP)	\$33,641,305	\$14,690,915	\$12,012,408	\$2,978,068	\$14,990,476
Transfer Outs & Contributions to Other Funds					
Transfers Out (CIPs) - Com./Assig. Reserv	\$2,803,478	\$2,291,645	\$13,474,910		13,474,910
Transfers Out (CIPs) - Unassigned	532,636	2,316,170	6,453,834	\$1,100,000	7,553,834
Contribution to OPEB/PERS		4,460,000	4,460,000		4,460,000
Transfers Out to ISF/Other	1,000,000	2,000,000	2,023,378		2,023,378
Subtotal - Transfers Out & Contributions	\$4,336,114	\$11,067,815	\$26,412,122	\$1,100,000	\$27,512,122
Total Expenditures	\$85,267,172	\$105,086,662	\$123,008,977	\$1,725,000	\$124,733,977
GF Impact (Include CIP & Transfers)	\$14,093,010	\$3,701,000	(\$14,321,814)	\$1,943,068	(\$12,378,747)
TOTAL GENERAL FUND BALANCE	\$223,857,505	\$212,567,308	\$209,535,691		\$211,478,758

	Actual 2021-22	Adopted 2022-23	Amended 2022-23	Q2 Adjustment	New Amended 2022-23
Contracted Services Detail					
Police Services ⁽¹⁾	\$21,437,403	\$23,985,730	\$24,085,730		\$24,085,730
Fire Services ⁽¹⁾	14,699,226	15,311,310	15,311,310	160,000	15,471,310
Maintenance Services (MCE)	5,875,493	7,220,710	7,220,710		7,220,710
Development	3,858,842	4,312,851	4,649,007		4,649,007
Other Contracted Services	7,049,665	8,864,618	10,395,098	100,000	10,495,098
Total Contracted Services	\$52,920,629	\$59,695,219	\$61,661,855	\$260,000	\$61,921,855

⁽¹⁾ Police and Fire liability insurance amounts are not included above, they are included in Services & Supplies.

GENERAL FUND RESERVES SUMMARY- Q2 FY 2022-23

RESERVE DESCRIPTION	Actual 2021-22	Increase 2022-23	Decrease 2022-23	Net Change 2022-23	Projected 2022-23
Non-Spendable	\$10,541				\$10,541
Prepaid Expenses	10,541				10,541
Restricted	\$4,261,640				\$4,261,640
Cemetery Endowment	60,000				60,000
Developer Contribution - Downtown	1,490,000				1,490,000
Developer Contr - Heritage Park	19,000				19,000
Developer Contr - Nature Park	60,000				60,000
Section 115 Trust - Pension	1,882,640				1,882,640
Heritage Park Maintenance	750,000				750,000
Committed	\$73,346,367		(\$22,769,786)	(\$22,769,786)	\$50,576,582
Advance to Public Facility Fee	9,523,096		(9,523,096)	(9,523,096)	
Downtown Public Improvement	15,176,230		(426,221)	(426,221)	14,750,009
Economic Stability	8,000,000				8,000,000
Emergency Communications	532,113				532,113
Fire Svcs Pension/OPEB	5,671,094		(3,460,000)	(3,460,000)	2,211,094
Innovations & New Opportunity	1,026,591		(132,093)	(132,093)	894,498
One-Time Initiative - Capital	6,419,657		(1,420,149)	(1,420,149)	4,999,508
One-Time Initiative - Operating	503,860				503,860
Public Safety Reserve	2,600,000				2,600,000
Specific Committed Reserves					
Cemetery Expansion (CIP)	13,748		(13,748)	(13,748)	
Contribution to Public Facility Fee	6,000,000				6,000,000
Cultural Arts Center (CIP)	7,139,197		(6,964,197)	(6,964,197)	175,000
Don Biddle Park (CIP)	675,193		(675,193)	(675,193)	
Fallon Sports Park III Contingency	510,500		(100,000)	(100,000)	410,500
Lease Revenue Bond Payoff	6,000,000				6,000,000
Maintenance Facility (CIP)	55,089		(55,089)	(55,089)	
Utility Undergrounding (CIP)	3,500,000				3,500,000
Assigned	\$93,266,322		(\$9,633,178)	(\$9,633,178)	\$83,633,144
Accrued Leave	1,308,044				1,308,044
Catastrophic Loss	17,710,320				17,710,320
CIP Carryovers	4,088,843		(4,088,843)	(4,088,843)	
Fiscally Responsible Adjustment	325,000				325,000
Municipal Regional Permit	2,209,778		(2,182,419)	(2,182,419)	27,359
Non-Streets CIP Commitments	3,276,777		(4,277)	(4,277)	3,272,500
Operating Carryovers	1,600,546		(1,600,546)	(1,600,546)	
Parks and Streets Contingency	201,270				201,270
Pension & OPEB	17,000,000				17,000,000
Relocate Parks Dept	500,000				500,000
Service Continuity	3,150,000				3,150,000
Dublin Blvd Extension - Placeholder	20,000,000				20,000,000
Specific Assigned Reserves					
ARPA Revenue Replacement	665,878				665,878
Climate Action Plan	3,000,000		(62,000)	(62,000)	2,938,000
Contribution to ISF	1,500,000				1,500,000
Façade Improvement Grants	364,256				364,256
HVAC Replace. & Civic Ctr Improv. (CIP)	3,278,409		(1,307,892)	(1,307,892)	1,970,517
Pavement Management	2,000,000				2,000,000
Public Safety Complex (CIP)	87,200		(87,201)	(87,201)	
Village Pkwy Pavement Reconstruction	11,000,000		(300,000)	(300,000)	10,700,000
Unassigned	\$52,972,635	\$32,402,964	(\$12,378,747)	\$20,024,217	\$72,996,852
Unassigned-Unrealized Gains	(11,008,294)				(11,008,294)
Unassigned (Available)	63,980,929				70,996,852
TOTAL RESERVES	\$223,857,505	\$32,402,964	(\$44,781,710)	(\$12,378,747)	\$211,478,758

GENERAL FUND TRANSFERS OUT - Q2 FY 2022-23

Project Description	Adopted 2022-23	Amended 2022-23	Q2 Adjustment	New Amended 2022-23
Committed/Assigned Reserves				
City Entrance Monument Signs		200,000		200,000
Citywide Signal Communications Upgrade		1,420,149		1,420,149
Civic Center Rehabilitation	220,840	1,307,892		1,307,892
Cultural Arts Center		6,964,197		6,964,197
Don Biddle Community Park		675,193		675,193
Dublin Heritage Park Cemetery Improvements		13,748		13,748
Electric Vehicle (EV) Charging Stations		194,093		194,093
Fallon Sports Park Phase 3		100,000		100,000
Green Stormwater Infrastructure	1,770,805	2,153,074		2,153,074
IT Infrastructure Improvement		4,277		4,277
Maintenance Yard Facility Improvements		55,089		55,089
Public Safety Complex - Police Services Building		87,201		87,201
Village Parkway Reconstruction	300,000	300,000		300,000
Committed/Assigned Reserves	2,291,645	13,474,910	-	13,474,910
Unassigned Reserve				
Alamo Creek Park & Assmt Dist Fence Replacement		446,767		446,767
Audio Visual System Upgrade	50,000	157,923		157,923
City Entrance Monument Signs		285,000		285,000
Citywide Bicycle & Pedestrian Improvements	105,000	365,992		365,992
Citywide Energy Improvements	1,280,000	1,436,559		1,436,559
Downtown Dublin Street Grid Network	8,990	196,893		196,893
Downtown Dublin Town Square Park	4,680	102,205		102,205
Dublin Blvd. Ext. - Fallon Rd to N. Canyon Pkwy		123,000		123,000
Dublin Standard Plans & Details Update	142,500	142,500		142,500
Financial System Replacement		1,176,799		1,176,799
Imagine Playground at Dublin Sports Grounds		48,820		48,820
Municipal Fiber	140,000	140,000		140,000
Resiliency & Disaster Preparedness Improve.			1,100,000	1,100,000
Restrooms Replacement		999,720		999,720
San Ramon Road Landscape Renovation		238,660		238,660
San Ramon Road Trail Lighting		7,996		7,996
Situational Awareness Camera Program	585,000	585,000		585,000
Unassigned Reserve*	2,316,170	6,453,834	1,100,000	7,553,834
Subtotal Transfers Out to CIPs	\$4,607,815	\$19,928,744	\$1,100,000	\$21,028,744
Other Contributions/Transfers Out				
Contribution to DRFA Pension Liabilities (One-time)	3,460,000	3,460,000		3,460,000
Contribution to Pension	1,000,000	1,000,000		1,000,000
Transfers Out to ISF/Other	2,000,000	2,023,378		2,023,378
Subtotal Transfers Out to Other	\$6,460,000	\$6,483,378		\$6,483,378
Total General Fund Transfers Out	\$11,067,815	\$26,412,122	\$1,100,000	\$27,512,122

* CIPs identified to be funded by Undesignated reserve include \$4.1 million budget carryovers from FY 21-22, the amount is identified as Assigned Reserve - CIP Carryovers

**CITY OF DUBLIN
FISCAL YEAR 2022-23
BUDGET CHANGE FORM**

Attachment 4

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X

Budget Transfer Between Funds _____

From Designated Reserves _____

Other _____

REVENUES		
General Fund		
10010000.42101 (Sales Tax)	\$1,000,000	Increase in taxes based on consultant's updated projections
10010000.41101 (Property Tax)	\$1,300,000	Delinquency is lower than budgeted 2.5%
10016120.44241 (Encroachment / Transportation)	(\$175,000)	Based on year-to-date actual
10013000.45121 (Citations)	(\$20,000)	Based on year-to-date actual
10010000.46101 (Interest)	\$800,000	Increase due to Federal Reserve's multiple increases of interest rate
10017xxx.46201 (PCS - Multiple Programs - Field & Court Rentals)	\$77,601	Higher than anticipated rentals and additional fields and courts available for rent
10017xxx.46202 (PCS - Multiple Programs - Facility Rentals)	\$98,496	Higher than anticipated rentals
10017xxx.48700 (PCS - Multiple Programs - Charge for Svcs)	\$411,071	increase in enrollments of recreation programs
10013800.48301 (Fire Alarm)	\$14,000	
10013800.48302 (Sprinkler / Underground)	\$11,000	Based on year-to-date actual
10016240.48505 (Stormwater Facility Inspection)	\$18,000	
10017612.49102 (Concessions)	\$67,900	Summer birthday parties
10016200.49999 (Transfers In)	\$65,000	Reimburse Environmental division personnel cost from Measure D Fund
OPERATING EXPENDITURES		
General Fund		
10016317.63201 (Gas)	\$150,000	Gas for the Wave, base on year-to-date usage and higher gas price
10016317.63202 (Electric)	\$85,000	Electric for the Wave, base on year-to-date usage
10016230.64001 (Contract Services)	\$100,000	AVI Performance and Financial review. These expenditures will be reimbursed by AVI, timing difference in fiscal year of expenditure and reimbursement
10013700.64021 (Contract Personnel)	\$160,000	Increase in fire contract service due to higher COLA than budgeted effective 2023
10017514.71101 (Furniture)	\$60,000	Chairs and tables for the Regional Meeting Room and the library
10016342.72107 (Vehicles)	\$70,000	New fleet vehicle for Public Work

**FISCAL YEAR 2022-23
BUDGET CHANGE FORM**

Attachment 4

Budget Change Reference #: _____

Special Revenue Funds		
23026200.89101 (Transfers Out)	\$65,000	Reimburse Environmental division personnel cost to General Fund
27046332.63302 (Recycled Water)	\$13,000	Recycled water in Santa Rita 1997-1 Assessment District
27056336.63202 (Electric)	\$10,000	Electric costs in East Dublin 1999-1 Assessment District electric costs in East Dublin 1999-1 Assessment District
CIPs		
Dublin Blvd Extension (ST0216)		
ST0216.9200.9201 (Contract Services)	(\$60,176)	Reduce the CIP budget and make available the funding source to other CIPs as the portion of the project eligible for the funding is complete
ST0216.2217 (36009610.49999) - Measure BB Grant Funding Source /Transfers In	(\$60,176)	
22179610.89101 - Measure BB Grant Transfers Out	(\$60,176)	
Resiliency and Disaster Resiliency and Disaster Preparedness Improvements (GI0221)		
GI0221 9100.9101 (salaries)	\$52,000	Provide funding for the planning, design, environmental permitting, if necessary, and construction to make the repairs at various sites impacted by the recent storm damages.
GI0221.9200.9201 (Contract Services)	\$223,000	
GI0221.9400.9401 (Improv. Not Building)	\$825,000	
GI0221.1001 (33009310.49999) - General Fund Funding Source /Transfers In	\$1,100,000	
10019310.89101 - General Fund Transfers Out	\$1,100,000	

As Presented at the City Council Meeting 2/21/2023

*******Finance Use Only*******

Posted By: _____

Date: _____



STAFF REPORT

CITY COUNCIL

DATE: February 21, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Linda Smith, City Manager
SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive listings of payments issued from December 2022 and January 2023, totaling \$9,231,603.25 and \$10,630,200.56 respectively.

STAFF RECOMMENDATION:

Receive the reports.

FINANCIAL IMPACT:

Summary of Payments Issued

	December 01, 2022 - December 31, 2022	January 01, 2023 - January 31, 2023
Total Number of Payments	289	205
Total Amount of Payments	\$9,231,603.25	\$10,630,200.56

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning December 1, 2022, through December 31, 2022. The Payment Issuance Report (Attachment 2) provides a listing of all payments for the period beginning January 1, 2023, through January 31, 2023. These reports are provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

The City's practice of reporting payments to the City Council after the payments have been made is in compliance with California Government Code Sections 37208 (b) and (c), which allow for an agency to make payments without first being audited by the legislative body, as long as such payments are: 1) conforming to a budget approved by ordinance or resolution of the legislative body; and 2) presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Payment Issuance Report for December 2022
- 2) Payment Issuance Report for January 2023

City of Dublin

Payment Issuance Report

Print Date: 2/7/2023 11:48:58 AM

Payments Dated 12/1/2022 through 12/31/2022

Date Issued	Payee	Description	Amount
12/1/2022	ACCOPSA -ALAMEDA COUNTY CHIEFS OF	EXECUTIVE SEMINAR	1,000.00
12/1/2022	APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD FALL MAINT.	27,700.00
12/1/2022	ASSOC BAY AREA GOVMT ABAG	ANNUAL MEMBERSHIP DUES FY22-23	16,566.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - SHANNON SEP 2022	352.35
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - SHANNON SEP 2022	375.06
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - CIVIC SEP 2022	84.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - CIVIC SEP 2022	180.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - F/S16 SEP 2022	138.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - F/S17 SEP 2022	237.75
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - SENIOR CENTER SEP 2022	369.30
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - SHANNON SEP 2022	541.86
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - WAVE SEP 2022	123.20
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - WAVE SEP 2022	198.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - WAVE SEP 2022	1,848.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE SEP 2022	148.50
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE ART WORKSHOP SEP 2022	90.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE CHURCH SEP 2022	237.60
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE KOLB HOUSE SEP 2022	409.20
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE CHURCH SEP 2022	189.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE MUSEUM SEP 2022	330.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE SCHOOL HOUSE SEP 2022	198.00
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE SEP 2022	500.13
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE STORAGE OCT 2022	158.08
12/1/2022	BAY ALARM COMPANY	ALARM SERVICES - SHANNON OCT 2022	130.75
12/1/2022	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - OCT 2022	817.80
12/1/2022	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT - AUG 2022	76,161.61
12/1/2022	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 - SEP 2022	1,136.00
12/1/2022	CA MUNICIPAL STATISTICS, INC.	DEBT TABLE FOR ACFR FY21-22	550.00
12/1/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	990.00
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	91.20
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	62.40
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	52.80
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	57.60
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	57.60
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
12/1/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	76.80
12/1/2022	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	2,056.98
12/1/2022	COVANTA ENERGY, LLC	POLICE EVIDENCE DISPOSAL	1,043.85
12/1/2022	DEPUTY SHERIFF 'S ASSOCIATION OF	DEPOSIT REFUND FOR FACILITY RENTAL	250.00
12/1/2022	DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	167.18
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	SPURR STAGER GYM JUNE 2 - JULY 30, 2022	14.72
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	SPURR FOR STAGER GYM JUL1 - AUG 31, 2022	16.04
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	PG&E AND EB COMM ELECTRIC 6/11-7/12/22	1,687.04
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	PG&E AND EB COMM ELECTRIC 7/13-8/11/22	1,716.98
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	PG&E AND EB COMM ELECTRIC 8/12-9/12/22	2,233.19
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	PG&E AND EB COMM ELECTRIC 9/13-10/11/22	1,447.40
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	CITY WATER AT STAGER 6/1-7/31/22	1,403.85
12/1/2022	DUBLIN UNIFIED SCHOOL DISTRICT	CITY WATER AT STAGER 8/1-9/30/22	1,677.10
12/1/2022	ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES 10/31/22	5,912.22
12/1/2022	ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES 10/31/22	6,776.78
12/1/2022	ENGEO INC	FALLON CROSSING GHAD PROF SERVICES 10/31/22	2,989.50
12/1/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	554.79
12/1/2022	GHILOTTI BROS, INC.	DUBLIN BLVD PAVEMENT REHAB PROJECT	361,697.87
12/1/2022	GRAY-BOWEN-SCOTT	ON-CALL ENGINEERING SVCS-CIP 8/31/22	157.50
12/1/2022	HD SUPPLY CONST & INDUSTRIAL	WOOD STAKE BUNDLE FALLON SPORTS PARK PHASE 3	62.49
12/1/2022	INTEGRA PLANNING & LANDSCAPE	LANDSCAPE PLAN CHECK & INSPECTIONS	1,080.00
12/1/2022	JAMES C LADNER	ENTERTAINMENT AT TREE LIGHTING - SANTA	600.00
12/1/2022	JOHNSON CONTROLS SECURITY SOLUTIONS,	FIRE ALARM SYSTEM - EXTRA WORK LIBRARY AUG 2022	819.00

Payment Issuance Report

Print Date: 2/7/2023 11:48:58 AM

Payments Dated 12/1/2022 through 12/31/2022

Date Issued	Payee	Description	Amount
12/1/2022	JOHNSON CONTROLS SECURITY SOLUTIONS,	ALARM SERVICES - LIBRARY DEC-FEB 2023	1,482.95
12/1/2022	KASHEF QAADRI	MILEAGE REIMBURSEMENT - FOR TRAINING HOUSING	83.00
12/1/2022	KIMLEY-HORN AND ASSOC. INC.	ELEMENT UPDATE CONSULTING SERVICES HOUSING	22,813.26
12/1/2022	KIMLEY-HORN AND ASSOC. INC.	ELEMENT UPDATE CONSULTING SERVICES	46,337.80
12/1/2022	KITTELSON & ASSOCIATES, INC.	SB 743 VMT IMPLEMENTATION & MODEL UPDATE 7/31/22	310.00
12/1/2022	LEAGUE OF CALIFORNIA CITIES EAST BAY	EAST BAY DIVISION MEETING HU, JOSEY, HERNANDEZ	150.00
12/1/2022	LLOYD F. MCKINNEY ASSOCIATES	PROJECTOR REPAIRS AND MAINTENANCE - LIBRARY	1,052.76
12/1/2022	LOGOBOSS	CITY FLAGS FOR VETERANS ART	1,088.70
12/1/2022	MINUTEMAN PRESS	VETERANS DAY SIGNAGE	158.76
12/1/2022	NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK - OCT 2022	45,333.84
12/1/2022	OPENGOV, INC. DEPT. 0370	ONLINE "OPEN TOWN HALL" SURVEY	9,100.00
12/1/2022	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK - SEP 2022	35,448.50
12/1/2022	PAKPOUR CONSULTING GROUP, INC.	FIBER NETWORK RESEARCH PROJECT - OCT 2022	3,465.00
12/1/2022	PAKPOUR CONSULTING GROUP, INC.	CONST. MGMT-FALLON SPORTS PARK PH3 - OCT 2022	21,824.00
12/1/2022	PAKPOUR CONSULTING GROUP, INC.	CONST. MGMT-FALLON SPORTS PARK PH3 - SEP 2022	17,919.50
12/1/2022	PARK ENGINEERING, INC.	ENERGY EFFICIENCY PROJECT MANAGEMENT - OCT 2022	19,008.14
12/1/2022	PARS PARS RETIREMENT CONTRIBUTION	TRUSTEE AND ADMINISTRATIVE FEES FY 21-22	1,055.00
12/1/2022	PECKHAM & MCKENNEY	RECRUITMENT SEARCH SERVICES	8,083.33
12/1/2022	PG&E	B1 IRRIG 2979 THREE CASTLES 10/26/22	22.68
12/1/2022	PG&E	SERVICE TO CIVIC CENTER 10/13/22	5,831.73
12/1/2022	PHOENIX GROUP INFO SYS.	PARKING CITATION COLLECTION SERVICE	225.00
12/1/2022	QUETEL CORPORATION	ANNUAL SUBSCRIPTION	1,835.28
12/1/2022	SHAW LAW GROUP PC	SEXUAL HARASSMENT & PREVENTION TRAINING	5,000.00
12/1/2022	SHIR MARTIAL ARTS EMPOWER MARTIAL ARTS	MARTIAL ARTS INSTRUCTION	361.20
12/1/2022	SIERRA DISPLAY, INC.	ARTIFICIAL HOLIDAY TREE 24FT LED	26,460.00
12/1/2022	SIERRA DISPLAY, INC.	ARTIFICIAL HOLIDAY TREE 24FT LED	1,380.70
12/1/2022	SIERRA DISPLAY, INC.	ARTIFICIAL HOLIDAY TREE 24FT LED - ORNAMENTS	1,323.00
12/1/2022	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN - SEP 2022	9,527.45
12/1/2022	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER - SEP 2022	3,672.00
12/1/2022	U.S. POSTAL SERVICE PLEASANTON MPO	SPRING 2023 ACTIVITY GUIDE POSTAGE	4,168.15
12/1/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	288.00
12/1/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	691.20
12/1/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	518.40
12/1/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	172.80
12/1/2022	VERIZON WIRELESS	MONTHLY CHARGES	2.52
12/1/2022	WARREN PAYLADO	REC CLASS INSTRUCTOR	480.60
12/1/2022	WARREN PAYLADO	REC CLASS INSTRUCTOR	320.40
12/1/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	1,643.40
12/1/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	2,091.60
12/1/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	2,091.60
12/1/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	2,091.60
12/1/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	1,374.00
Payments Issued 12/1/2022 Total:			832,897.32
12/4/2022	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - DECEMBER 2022	10,636.13
Payments Issued 12/4/2022 Total:			10,636.13
12/5/2022	ALAMEDA COUNTY FIRE DEPARTMENT ATTN:	FIRE SERVICES NOV 2022	1,299,913.08
12/5/2022	ARROW SIGN COMPANY	CLOCK TOWER LIGHT FIXTURE COVERS - AUG 2022	4,278.00
12/5/2022	AT&T	SERVICE TO CIVIC FIRE ALARM 11/01/22	46.34
12/5/2022	AT&T	SERVICE TO PSC 11/01/22	92.12
12/5/2022	AT&T	SERVICE TO WAVE 11/12/22	90.04
12/5/2022	AT&T	SERVICE TO SHANNON 11/12/22	200.49
12/5/2022	AT&T	SERVICE TO SR ALARM 11/12/22	160.63
12/5/2022	AT&T	SERVICE TO CIVIC 11/12/22	98.40
12/5/2022	AT&T	SERVICE TO LIBRARY 911 11/14/22	23.76
12/5/2022	AT&T	SERVICE TO CY 11/14/22	45.84
12/5/2022	AT&T	SERVICE TO CY FAX 11/14/22	23.76

Payment Issuance Report

Print Date: 2/7/2023 11:48:58 AM

Payments Dated 12/1/2022 through 12/31/2022

Date Issued	Payee	Description	Amount
12/5/2022	AT&T	SERVICE TO PSC FIRE ALARM 11/14/22	45.84
12/5/2022	AT&T	SERVICE TO FSP FAX 11/14/22	45.84
12/5/2022	AT&T	SERVICE TO PSC POLICE 11/14/22	23.76
12/5/2022	AT&T	SERVICE TO FS18 11/14/22	67.92
12/5/2022	AT&T	SERVICE TO CY 11/14/22	228.76
12/5/2022	AT&T	SERVICE TO BLDG INSP 11/14/22	23.76
12/5/2022	AT&T	SERVICE TO ELEVATOR 11/14/22	90.00
12/5/2022	AT&T - CALNET 3	SHANNON CENTER ALARM	24.31
12/5/2022	AT&T - CALNET 3	SHANNON CENTER ALARM	23.77
12/5/2022	AT&T - CALNET 3	HERITAGE CENTER ALARM	24.29
12/5/2022	AT&T - CALNET 3	HERITAGE CENTER ALARM	23.76
12/5/2022	AT&T - CALNET 3	HERITAGE CENTER BACKUP	50.62
12/5/2022	BAY ALARM COMPANY	ALARM SERVICES - WAVE SNACK NOV 2022	11.00
12/5/2022	BPXPRESS	CULTURAL ARTS CENTER PRINTING	3,732.96
12/5/2022	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 - JUL 2022	1,140.25
12/5/2022	CALEHS ATTN: JOE MOULTON	DESIGNATED UST OPERATOR INSP. SVCS NOV 2022	300.00
12/5/2022	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	560.00
12/5/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	845.00
12/5/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	474.02
12/5/2022	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE 9/25/22	4,238.75
12/5/2022	CATALINA MEDELES-GUEVARA	CCPOA TRAINING CONFERENCE REIMBURSEMENT	235.22
12/5/2022	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES NOV 2022	12,492.49
12/5/2022	CINTAS CORP	SAFETY SUPPLIES AND DISINFECTION SERVICES	79.15
12/5/2022	CINTAS CORP	SAFETY SUPPLIES AND DISINFECTION SERVICES	72.18
12/5/2022	CITY OF PLEASANTON	SECTION 108 CDBG LOAN PAY'T-AXIS COMMUNITY HEALTH	13,297.04
12/5/2022	DOMA TITLE OF CALIFORNIA	6700 DUBLIN BL CONDITION OF TITLE GUARANTEE	1,500.00
12/5/2022	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - NOV 2022	516.00
12/5/2022	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	762.62
12/5/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	540.68
12/5/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	507.71
12/5/2022	FASTSIGNS	SERVICE RECOGNITION SUPPLY-DEPUTY PHILLIPS	697.55
12/5/2022	FRANCISCO & ASSOCIATES, INC.	PG&E BILLING AUDIT - OCT 2022	15,840.00
12/5/2022	FURNITURE LEISURE INC	WAVE POOL FURNITURE	10,465.07
12/5/2022	GOLDEN STATE FLEET SVCS INC	POLICE VEHICLE TOWING SERVICE	100.00
12/5/2022	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	1,092,265.67
12/5/2022	GUIDA SURVEYING INC.	ENGINEERING PLAN REVIEW SERVICES - OCT 2022	206.50
12/5/2022	GUIDA SURVEYING INC.	DELINEATION OF THE DSRSD DSG - AUG 2022	309.75
12/5/2022	IRON HORSE MOTHERS CLUB	PRESCHOOL NIGHT FEES	25.00
12/5/2022	KIMLEY-HORN AND ASSOC. INC.	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT	8,676.16
12/5/2022	LEHR AUTO	POLICE VEHICLE EMERGENCY EQUIP D05	17,974.71
12/5/2022	LEHR AUTO	POLICE VEHICLE EMERGENCY EQUIP D15	17,832.00
12/5/2022	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	1,083.32
12/5/2022	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	734.70
12/5/2022	LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	1,141.25
12/5/2022	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS - OCT 2022	9,381.36
12/5/2022	MATRIX CONSULTING GROUP, LTD	STAFF ANALYSIS & OPTIMIZTN PLNG STUDY - MAR 2022	9,200.00
12/5/2022	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	2,935.00
12/5/2022	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS - OCT 2022	7,023.15
12/5/2022	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS - OCT 2022	1,516.68
12/5/2022	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD - SEP 2022	74,247.64
12/5/2022	MNS ENGINEERS, INC.	INSP/CONST MGMT-2021SLURRY SEAL/DUB BL PAVE SEP 22	1,436.85
12/5/2022	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS - OCT 2022	2,155.28
12/5/2022	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS - SEP 2022	1,357.03
12/5/2022	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD - OCT 2022	58,476.00
12/5/2022	PACIFIC COAST ENTERTAINMENT GROUP LLC	JULY / AUGUST / SEPTEMBER 2022 CONCESSION SERVICES	1,137.01
12/5/2022	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	18,516.00
12/5/2022	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	2,385.50
12/5/2022	PAULA GREENBAUM	REIMBURSE CCPOA CONFERENCE EXPENSES	205.48

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12/5/2022	PG&E	TC1 3454 CENTRAL PKWY 09/13/22	1,322.81
12/5/2022	PG&E	SERVICE TO CORP YARD 10/30/22	1,515.69
12/5/2022	PG&E	SERVICE TO SHANNON CENTER 10/28/2022	168.36
12/5/2022	PG&E	SERVICE TO SCH RNCH PARK 10/27/22	225.87
12/5/2022	PG&E	SERVICE TO FSP 11/03/22	8,291.04
12/5/2022	PG&E	IRRIGATION 11/06/22	3,787.84
12/5/2022	PG&E	SERVICE TO SEAN DIAMOND 10/26/22	94.53
12/5/2022	PG&E	SERVICE TO POSITANO IRRIG 10/30/22	153.75
12/5/2022	PG&E	TC1 3454 CENTRAL PKWY 10/12/22	141.39
12/5/2022	PG&E	SERVICE TO BRAY CMMN 11/09/22	95.02
12/5/2022	PG&E	SERVICE TO ART LIGHTING AVB 10/24/22	437.72
12/5/2022	PG&E	SERVICE TO PSC 11/14/22	4,746.12
12/5/2022	PG&E	SERVICE TO FS17 10/05/22	23.82
12/5/2022	PG&E	SERVICE TO FS17 11/03/22	376.14
12/5/2022	PG&E	SERVICE TO FALLON TC 10/25/22	64.13
12/5/2022	PG&E	SERVICE TO FALLON TC 10/25/22	73.34
12/5/2022	PG&E	SERVICE TO 6795 DOUGHERTY 11/01/22	162.86
12/5/2022	PG&E	SERVICE TO AVB TC 10/27/22	63.38
12/5/2022	PG&E	SERVICE TO POSITANO TC 10/31/22	322.90
12/5/2022	PG&E	SERVICE TO DB TC 11/03/22	72.02
12/5/2022	PG&E	SERVICE TO TASSAJARA TC 11/08/22	101.02
12/5/2022	PG&E	SERVICE TO AVB SL 10/31/22	1,244.03
12/5/2022	PG&E	SERVICE TO SL 11/04/22	1,779.51
12/5/2022	PG&E	SERVICE TO SL 11/15/22	69.35
12/5/2022	PG&E	SERVICE TO CENTRAL SL 11/15/22	9.91
12/5/2022	PG&E	SERVICE TO SR CTR 11/09/22	1,578.02
12/5/2022	PG&E	SERVICE TO WAVE 11/03/22	39,894.92
12/5/2022	PG&E	SERVICE TO HCP 10/27/22	1,709.72
12/5/2022	PG&E	SERVICE TO PSC 11/14/22	3,970.47
12/5/2022	PG&E	SERVICE TO FS16 10/11/22	710.75
12/5/2022	PG&E	SERVICE TO FS18 11/09/22	333.16
12/5/2022	PG&E	SERVICE TO LIBRARY 10/30/22	633.94
12/5/2022	PG&E	SERVICE TO IRRIG WEST 10/31/22	11.76
12/5/2022	PG&E	SERVICE TO HPM 10/27/22	417.48
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE NOV 2022	58.63
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC NOV 2022	94.93
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER NOV 2022	91.75
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC NOV 2022	50.59
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON NOV 2022	85.98
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD NOV 2022	49.97
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC NOV 2022	50.59
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC NOV 2022	94.93
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD NOV 2022	49.97
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER NOV 2022	91.75
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON NOV 2022	85.98
12/5/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE NOV 2022	58.63
12/5/2022	QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - DEC 2022	759.44
12/5/2022	QUINCY ENGINEERING	BRIDGE & STRUCTURE ASSET INSPECTION - SEP 2022	2,325.00
12/5/2022	RAJBIIR SINGH RR PIZZA INC	THE WAVE BIRTHDAY PARTY PIZZAS - OCT 2022	738.69
12/5/2022	RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	4,056.25
12/5/2022	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	2,341.16
12/5/2022	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	481.70
12/5/2022	THOMSON REUTERS - WEST PAYMENT CENTER	CALIFORNIA STATE PENAL CODE BOOKS	1,291.06
12/5/2022	TIREHUB, LLC.	POLICE VEHICLE MAINTENANCE	936.00
12/5/2022	TRB AND ASSOCIATES, INC.	PLAN REVIEW AND INSPECTION SERVICES OCT 2022	41,090.00
12/5/2022	TREASURER ALAMEDA COUNTY	FINGERPRINT SERVICES	614.13
12/5/2022	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,042.00
12/5/2022	TREASURER ALAMEDA COUNTY GENERAL	FUEL - OCT 2022	21,828.42

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12/5/2022	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	700.00
12/5/2022	U.S. BANK	ADMINISTRATION FEES - IN ADVANCE FY22/23	1,700.00
12/5/2022	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	1,192.68
12/5/2022	WC3-WEST COAST CODE CONSULTANT	IRON HORSE TRAIL BRIDGE SHOP SUBMITTAL - AUG 2022	1,192.50
12/5/2022	WC3-WEST COAST CODE CONSULTANT	IRON HORSE TRAIL BRIDGE SHOP SUBMITTAL - OCT 2022	170.00
12/5/2022	WC3-WEST COAST CODE CONSULTANT	IRON HORSE TRAIL BRIDGE SHOP SUBMITTAL - SEP 2022	125.00
Payments Issued 12/5/2022 Total:			2,862,325.32
12/6/2022	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - DECEMBER 2022	134,565.81
Payments Issued 12/6/2022 Total:			134,565.81
12/7/2022	A TASTEFUL AFFAIR CATERING	EMPLOYEE RECOGNITION LUNCHEON CATERING	8,393.06
12/7/2022	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT-OCT 2022	52,153.51
Payments Issued 12/7/2022 Total:			60,546.57
12/8/2022	CAL PERS	PERS RETIREMENT PLAN: PE 12/02/2022	81,037.04
Payments Issued 12/8/2022 Total:			81,037.04
12/9/2022	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - DECEMBER 2022	14,023.29
12/9/2022	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 12/2/2022	26,223.66
12/9/2022	HEALTH EQUITY, INC.	HEALTH EQUITY: PE 12/2/2022	3,594.57
12/9/2022	I C M A 401 PLAN	DEFERRED COMP 401: PE 12/2/2022	1,825.87
12/9/2022	I C M A 457 PLAN	DEFERRED COMP 457: PE 12/2/2022	24,564.29
12/9/2022	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING PE 12/2/2022	85,186.06
12/9/2022	US BANK - PARS	PARS: PE 12/2/2022	2,114.90
12/9/2022	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - DECEMBER 2022	1,960.19
Payments Issued 12/9/2022 Total:			159,492.83
12/12/2022	AT&T	CIVIC CENTER FIBER SERVICES	1,802.67
12/12/2022	AT&T	CVC AT&T IPFLEX VOIP LINE	605.32
12/12/2022	CITY OF SAN LEANDRO	AC LEADERSHIP ACADEMY 2022-23 MOORE / BOITNOTT	3,900.00
12/12/2022	COMCAST	CIVIC CTR COMCAST 500M INTERNET	2,300.00
12/12/2022	CORODATA SHREDDING, INC.	SHRED BIN PICKUP OCT 2022	34.00
12/12/2022	CSW/STUBER-STROEH ENGINEERING GROUP,	GRANT APPLICATION SUPPORT 6/30/2022	11,965.00
12/12/2022	EMILY DETERMAN	FLAG CLEANING	72.60
12/12/2022	GROUP 4 ARCHITECTURE, RESEARCH +	WORKSPACE PLANNING STUDY	4,456.00
12/12/2022	PLAN JPA	GENERAL LIABILITY CLAIMS - OCT 2022	117.50
12/12/2022	SHAWN KUMAGAI	LOCC ANNUAL CONFERENCE REIMBURSEMENT - KUMAGAI	1,350.49
12/12/2022	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT DEC 2022	1,500.00
12/12/2022	STANFORD HEALTH -VALLEYCARE	VALLEY CARE MEDICAL SERVICES - TB TESTING	105.00
12/12/2022	THE ECOHERO SHOW, LLC.	SB1383 LITER REDUCTION, RECYCLING AND WASTE SORTIN	1,200.00
12/12/2022	THE ECOHERO SHOW, LLC.	SB1383 LITER REDUCTION, RECYCLING AND WASTE SORTIN	4,800.00
12/12/2022	TIREHUB, LLC.	POLICE VEHICLE MAINTENANCE	390.71
12/12/2022	URBAN SUSTAINABILITY DIRECTORS NETWORK	2023 MEMBERSHIP DUE-PUBLIC WORKS	1,500.00
12/12/2022	URBAN SUSTAINABILITY DIRECTORS NETWORK	2023 MEMBERSHIP-YOUNG	1,980.00
12/12/2022	WILLIAM WAHBEH	BOARD FOR PELSG LICENSE RENEWAL-WAHBEH	180.00
12/12/2022	XIN SHERRY HU	NATIONAL LEAGUE OF CITIES TRAVEL REIMBURSEMENT -HU	1,246.69
12/12/2022	YAMAHA GOLF CARTS OF CALIF INC	SPLATTER GOLF CART RENTAL	3,536.82
Payments Issued 12/12/2022 Total:			43,042.80
12/14/2022	COMPASS GROUP USA INC	ALAMEDA COUNTY MAYORS CONFERENCE EVENT CATERING	8,544.38
Payments Issued 12/14/2022 Total:			8,544.38
12/15/2022	DSRSD	SERVICE TO 11/14/2022	16,375.73
Payments Issued 12/15/2022 Total:			16,375.73
12/16/2022	DSRSD	SERVICE TO 11/14/2022	152.61
12/16/2022	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 12/16/22	83,704.96

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Payments Issued 12/16/2022 Total:			83,857.57
12/21/2022	CAL PERS	PERS RETIREMENT PLAN: PE 12/16/22	84,176.30
12/21/2022	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 12/16/22	26,608.71
Payments Issued 12/21/2022 Total:			110,785.01
12/22/2022	4LEAF INC.	PLAN REVIEW AND BUILDING INSPECTIONS - NOV 2022	67,962.00
12/22/2022	ADVANCED MOBILITY GROUP	TASSAJARA RD ARTERIAL MGMT PROJECT 11/30/22	18,930.00
12/22/2022	AFGHAN FOOTBALL SUPPORT ORG.	FALLON PARK FIELD RENTAL DEPOSIT REFUND	250.00
12/22/2022	AFGHAN FOOTBALL SUPPORT ORG.	FALLON PARK FIELD RENTAL DEPOSIT REFUND	250.00
12/22/2022	AFGHAN FOOTBALL SUPPORT ORG.	REFUND CREDIT OF FEES	319.20
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	567.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	907.20
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	840.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	567.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	567.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	840.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	960.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	748.80
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	417.60
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	1,459.20
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	1,497.60
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	748.80
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	835.20
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	1,328.40
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	2,980.80
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	1,261.80
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	1,536.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	2,112.00
12/22/2022	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	2,851.20
12/22/2022	AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - NOV 2022	31,578.23
12/22/2022	AMP PRINTING, INC.	BUSINESS CARDS	547.94
12/22/2022	AMY L. JONES	REC CLASS INSTRUCTOR	54.00
12/22/2022	AMY L. JONES	REC CLASS INSTRUCTOR	64.80
12/22/2022	AMY L. JONES	REC CLASS INSTRUCTOR	115.20
12/22/2022	AMY'S ENGRAVED SIGNS & AWARDS	NAME PLATES - D. HAAS, FINANCE, & D. BELL, PW	284.33
12/22/2022	AMY'S ENGRAVED SIGNS & AWARDS	DOOR NAMEPLATE	28.94
12/22/2022	ANDREW D MORRIS	EVALUATION & ASSESSMENT OF SCOREBOARD - THE WAVE	315.00
12/22/2022	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	198.00
12/22/2022	AT&T	SERVICE TO CIVIC FIRE ALARM 12/01/2022	45.58
12/22/2022	AT&T	SERVICE TO PSC 12/01/2022	90.00
12/22/2022	AT&T	SERVICE TO FS2-3 11/26/22	314.63
12/22/2022	AT&T	SERVICE TO SHANNON FAX 11/27/22	23.65
12/22/2022	AT&T	SERVICE TO FS16 11/27/22	45.62
12/22/2022	AT&T	SERVICE TO CIVIC 11/27/22	23.65
12/22/2022	AT&T	VOIP PUBLIC SAFETY COMPLEX	359.09
12/22/2022	AT&T	PSC TOLL-FREE NUMBER	50.99
12/22/2022	AT&T	PSC INTERNET DATA SERVICES THROUGH 11/18/22	1,754.27
12/22/2022	AT&T	PSC 600M SIP SERVICES TO 1/6/23	551.03
12/22/2022	AT&T	CVC AT&T IPFLEX VOIP LINE	605.32
12/22/2022	AT&T	CIVIC CENTER FIBER SERVICES	1,802.67
12/22/2022	AT&T - CALNET 3	ASE CIRCUIT SERVICE TO 10/31/22	2,510.44
12/22/2022	AT&T - CALNET 3	ASE CIRCUITS SERVICE TO 11/30/22	2,510.44
12/22/2022	AT&T - CALNET 3	HERITAGE CENTER BACKUP	51.84
12/22/2022	BADAWI & ASSOCIATES	FINANCIAL AUDIT SERVICES FOR FY21-22	5,250.50
12/22/2022	BARG COFFIN LEWIS & TRAPP, LLP	LEGAL SERVICES - ATTORNEY FEES	165.00
12/22/2022	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES	2,319.00
12/22/2022	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES	999.00

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12/22/2022	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 AUG 2022	1,355.00
12/22/2022	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 SEP 2022	2,073.30
12/22/2022	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	105.00
12/22/2022	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT - OCT 2022	20,335.40
12/22/2022	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES JUL 2022	2,188.90
12/22/2022	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES AUG 2022	1,543.66
12/22/2022	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES SEP 2022	2,484.52
12/22/2022	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES OCT 2022	2,739.07
12/22/2022	BOUND TREE MEDICAL, LLC.	PERSONAL HYGIENE SUPPLIES	978.49
12/22/2022	BPXPRESS	PRINTING OF CONFORMED PLAN SETS	1,493.18
12/22/2022	BRINKS, INC.	ARMORED CAR SERVICE DEC 2022	284.65
12/22/2022	BROOKFIELD RESIDENTIAL ATTN: ALEC HOWE	REFUND CASH COMPLETION BOND	32,505.50
12/22/2022	BSK ASSOCIATES INC.	CONSTR TESTING DUBLIN BLVD PVMT REHAB - OCT 2022	14,610.50
12/22/2022	CAL ENGINEERING & GEOLOGY INC	ENGINEERING PLAN REVIEW SERVICES - SEP 2022	687.50
12/22/2022	CALED CA ASSN FOR LOCAL ECON DEV	CALED ANNUAL MEMBERSHIP 2023-CITYWIDE	570.00
12/22/2022	CALED CA ASSN FOR LOCAL ECON DEV	CALED ANNUAL MEMBERSHIP 2023 - FRANKLIN	100.00
12/22/2022	CALED CA ASSN FOR LOCAL ECON DEV	CALED ANNUAL MEMBERSHIP 2023 - ESCOVER	100.00
12/22/2022	CARAHSOFT	ANNUAL SUBSCRIPTION FOR CELL DOWNLOADS	6,100.00
12/22/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	333.20
12/22/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	258.65
12/22/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	170.45
12/22/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	540.00
12/22/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,170.00
12/22/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	360.00
12/22/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	390.00
12/22/2022	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	546.00
12/22/2022	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	2,101.94
12/22/2022	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	2,863.48
12/22/2022	CHRISP COMPANY	CITY STRIPING & MARKING MAINTENANCE SERVICES	6,664.96
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	52.80
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	72.00
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	38.40
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	96.00
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	67.20
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	48.00
12/22/2022	CHRISTINE PETIT	REC CLASS INSTRUCTOR	72.00
12/22/2022	CITY OF PIEDMONT	ACCMA HOLIDAY LUNCHEON MEETING	60.00
12/22/2022	CODE PUBLISHING, LLC	MUNI CODE UPDATES	150.00
12/22/2022	COMCAST	COMCAST CIVIC CENTER CABLE	118.78
12/22/2022	COMCAST	CIVIC CTR COMCAST 500M INTERNET	2,300.00
12/22/2022	CONSILANT TECHNOLOGIES LLC	ANNUAL SUBSCRIPTION	63,561.68
12/22/2022	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES - SEP 2022	22,181.67
12/22/2022	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES - OCT 2022	22,181.67
12/22/2022	CORODATA SHREDDING, INC.	SHRED BIN PICKUP, NOV 2022	34.00
12/22/2022	DAVID L. GATES & ASSOCIATES, INC.	ALAMO CREEK FENCE DESIGN SERVICES - OCT 2022	3,644.00
12/22/2022	DAVID L. GATES & ASSOCIATES, INC.	ENGINEERING SERVICES - NOV 2022	6,450.00
12/22/2022	DENALECT ALARM COMPANY	QUARTERLY ALARM CHARGE F/S 18 DEC 2022	363.00
12/22/2022	DEPARTMENT OF JUSTICE ACCTNG OFFICE-	SEPTEMBER LIVESCAN CHARGES	544.00
12/22/2022	DEPARTMENT OF JUSTICE ACCTNG OFFICE-	DOJ LIVESCAN OCT 2022	431.00
12/22/2022	DOWNTOWN DISPLAYS LLC	DOWNTOWN WIFI TOWER 2022	1,200.00
12/22/2022	DR MANAGEMENT, LLC	2022 FIRE IMPACT FEE REIMBURSEMENT	200,000.00
12/22/2022	EAST BAY POOL SERVICE, INC.	THE WAVE POOL & SLIDE MAINTENANCE	8,620.00
12/22/2022	EAST BAY POOL SERVICE, INC.	MURIATIC ACID FOR THE WAVE	1,631.25
12/22/2022	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	700.00
12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	412.13

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12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	390.00
12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	507.71
12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	576.20
12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	147.79
12/22/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	1,847.51
12/22/2022	EVERPRO KIDS	REC CLASS INSTRUCTOR	1,260.00
12/22/2022	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - DEC 2022	204.51
12/22/2022	GHILOTTI BROS, INC.	DUBLIN BLVD PAVEMENT REHAB PROJECT	94,252.15
12/22/2022	GOLDEN STATE FLEET SVCS INC	VEHICLE TOWING SERVICES	1,375.00
12/22/2022	GOLDEN STATE FLEET SVCS INC	VEHICLE TOWING SERVICES	100.00
12/22/2022	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	391,281.25
12/22/2022	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	600.00
12/22/2022	HEALTHQUITY, INC.	HEALTHQUITY: PE 12/16/22	3,675.82
12/22/2022	HEALTHQUITY, INC.	HEALTHQUITY ADMIN FEE NOVEMBER 2022	638.00
12/22/2022	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT 8/1-9/30	228.75
12/22/2022	HOPE HOSPICE, INC.	HUMAN SERVICE GRANT FY2022-23	8,835.00
12/22/2022	I C M A 401 PLAN	DEFERRED COMP 401A: PE 12/16/22	4,060.06
12/22/2022	I C M A 457 PLAN	DEFERRED COMP 457: PE 12/16/22	27,836.90
12/22/2022	INNOVATION TRI-VALLEY	PARTNERSHIP WITH ITV FOR MFG WEBSITE	333.33
12/22/2022	INTERWEST CONSULTING GROUP INC	PLAN REVIEW SERVICES - NOV 2022	1,093.75
12/22/2022	JANIS BRUHA	REFUND FOR HOLIDAY BOUTIQUE VENDOR	72.00
12/22/2022	KENYATTA ALI	REC CLASS INSTRUCTOR	712.80
12/22/2022	KENYATTA ALI	REC CLASS INSTRUCTOR	475.20
12/22/2022	KEVERNE M DENAHAN	BRAND DNA WEBINAR	295.00
12/22/2022	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	13,595.35
12/22/2022	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,740.00
12/22/2022	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,218.00
12/22/2022	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,740.00
12/22/2022	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,740.00
12/22/2022	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	35,649.98
12/22/2022	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	25,005.71
12/22/2022	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	18,524.30
12/22/2022	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	6,642.10
12/22/2022	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	21,508.29
12/22/2022	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,240.80
12/22/2022	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,225.80
12/22/2022	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR NOV 2022	74.26
12/22/2022	LANLOGIC INC.	LANLOGIC UMBRELLA OPEN DNS WEB PROTECTION	1,050.00
12/22/2022	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	6,911.77
12/22/2022	LANLOGIC INC.	SECURITY AWARENESS TRAINING & TESTING	6,011.00
12/22/2022	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	425.00
12/22/2022	LEAGUE OF CALIFORNIA CITIES EAST BAY	REIMBURSEMENT FOR LEAGUE OF CA CITIES MEETING	70.57
12/22/2022	LENNAR HOMES	PERMIT CNCLD BY LENNAR HOMES - #BLDG22-00007	29,830.40
12/22/2022	LINDA SMITH	ALAMEDA COUNTY MAYORS CONFERENCE MEETING	251.44
12/22/2022	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	962.81
12/22/2022	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	309.03
12/22/2022	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	2,176.25
12/22/2022	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES	7,200.00
12/22/2022	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	729.00
12/22/2022	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	1,296.00
12/22/2022	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	486.00
12/22/2022	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS - OCT 2022	5,366.97
12/22/2022	MARTIN LEUNG	DUBLIN HOME REHABILITATION GRANT AWARD	3,074.82
12/22/2022	MATRIX CONSULTING GROUP, LTD	STAFFING ANALYSIS & OPTIMIZ PLNG STUDY - DEC 2022	3,300.00
12/22/2022	MCE CORPORATION	MAINTENANCE SERVICES - OCT 2022	613,494.02
12/22/2022	MCE CORPORATION	MAINTENANCE SERVICES - NOV 2022	557,527.84
12/22/2022	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - OCTOBER 2022	9,456.00
12/22/2022	MEYERS NAVE	LEGAL SERVICES OCT 2022	60,487.04

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12/22/2022	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS - NOV 2022	3,831.63
12/22/2022	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS - NOV 2022	4,230.74
12/22/2022	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	15,502.20
12/22/2022	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK - OCT 2022	32,597.50
12/22/2022	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - SEP 2022	18,708.00
12/22/2022	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - OCT 2022	19,226.00
12/22/2022	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK - NOV 2022	24,231.00
12/22/2022	PARK ENGINEERING, INC.	CONSTR MGMT DUBLIN BLVD PVMT REHAB - JUL-OCT 2022	133,943.90
12/22/2022	PECKHAM & MCKENNEY	RECRUITMENT SERVICES	8,083.33
12/22/2022	PG&E	B1 IRRIG 2979 THREE CASTLES 11/28/22	21.77
12/22/2022	PG&E	SERVICE TO CIVIC CENTER 11/14/22	10,108.43
12/22/2022	PG&E	B1 SERVICE TO CORP YARD 11/30/22	1,883.36
12/22/2022	PG&E	DB SL 11/15/22	13,878.21
12/22/2022	PG&E	SERVICE TO SHANNON CENTER 11/30/22	731.10
12/22/2022	PG&E	B6 SERVICE TO SCH RNCH PARK 11/29/22	231.87
12/22/2022	PG&E	SERVICE TO EGP 11/09/22	1,951.26
12/22/2022	PG&E	SERVICE TO PASSATEMPO 11/22/22	61.25
12/22/2022	PG&E	B1 SERVICE TO SEAN DIAMOND 11/28/22	178.56
12/22/2022	PG&E	B1 SERVICE TO POSITANO IRRIG 11/30/22	90.12
12/22/2022	PG&E	SERVICE TO ART LIGHTING AVB 11/22/22	496.07
12/22/2022	PG&E	SERVICE TO FALLON TC 11/23/22	64.12
12/22/2022	PG&E	SERVICE TO FALLON TC 11/23/22	72.28
12/22/2022	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 12/02/22	173.87
12/22/2022	PG&E	TC1 SERVICE TO AVB TC 11/29/22	72.16
12/22/2022	PG&E	TC1 SERVICE TO POSITANO 12/01/22	311.06
12/22/2022	PG&E	SERVICE TO VARIOUS TC 11/06/22	8,921.29
12/22/2022	PG&E	SERVICE TO FALLON TC 11/10/22	106.56
12/22/2022	PG&E	SERVICE TO DB TC 11/10/22	89.68
12/22/2022	PG&E	LS2A SERVICE TO AVB SL 12/01/22	1,244.03
12/22/2022	PG&E	SERVICE TO GLEASON SL 11/15/22	14,600.92
12/22/2022	PG&E	SERVICE TO HCP 11/29/22	3,102.38
12/22/2022	PG&E	SERVICE TO AVELLINA SL 11/10/22	282.59
12/22/2022	PG&E	SERVICE TO FS16 11/09/22	2,203.29
12/22/2022	PG&E	B1 SERVICE TO HPM 11/29/22	841.87
12/22/2022	PLEASANTON EVENT RENTALS INC	LINENS FOR YOUTH MENTAL HEALTH FORUM	137.46
12/22/2022	PLEASANTON EVENT RENTALS INC	LINEN CLEANING	266.42
12/22/2022	PLEASANTON EVENT RENTALS INC	LINEN CLEANING	255.92
12/22/2022	PLEASANTON EVENT RENTALS INC	LINEN CLEANING	601.11
12/22/2022	PRECISION CONCRETE CUTTING	SIDEWALK INSPECTION & CONCRETE CUTTING- NOV 2022	32,448.50
12/22/2022	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
12/22/2022	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
12/22/2022	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
12/22/2022	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
12/22/2022	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON NOV 2022	70.40
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON DEC 2022	70.40
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC DEC 2022	50.59
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD DEC 2022	49.97
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC DEC 2022	94.93
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON DEC 2022	85.98
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER DEC 2022	91.75
12/22/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE DEC 2022	58.63
12/22/2022	QUADIENT FINANCE USA, INC.	POSTAGE	307.06
12/22/2022	QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE OCT-DEC 2022	1,073.36
12/22/2022	QUADIENT, INC. DEPT 3689	POSTAGE MACHINE SUPPLIES	170.72
12/22/2022	QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - DEC 2022	549.05
12/22/2022	QUEST, INC.	CONSTRUCTION AGREEMENT EV CHARGER INSTALL AT EGRAC	56,748.54
12/22/2022	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS16 DEC 2022	225.40

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12/22/2022	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS17 DEC 2022	247.00
12/22/2022	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS18 DEC 2022	194.35
12/22/2022	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	1,076.00
12/22/2022	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	375.00
12/22/2022	ROBIN SANDY CRANFORD	REC CLASS INSTRUCTOR	1,512.00
12/22/2022	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	96.00
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,462.67
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,865.60
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	2,654.37
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	2,713.60
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	915.84
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,037.74
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,865.60
12/22/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,737.34
12/22/2022	RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	5,297.50
12/22/2022	SELECT IMAGING	40TH ANNIVERSARY ORNAMENTS	652.68
12/22/2022	SELECT IMAGING	DAIS & NAMEPLATES FOR CM QAADRI	88.34
12/22/2022	SENIOR SUPPORT PROGRAM OF THE TRI-SERVICE CHAMPIONS	HUMAN SERVICE GRANT FY2022-23	2,241.61
12/22/2022	SFPP, L.P. KINDER MORGAN	BLDG. PERMIT CANCELLED BY CONTRACTOR #BLDG22-02302	63.20
12/22/2022	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	KINDER MORGAN GAS PIPELINE RELOCATION - MAY 2022	223,029.82
12/22/2022	SIERRA DISPLAY, INC.	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
12/22/2022	SIERRA DISPLAY, INC.	CIVIC HALL HOLIDAY LIGHT SUPPLIES	1,805.73
12/22/2022	SIERRA DISPLAY, INC.	INTERIOR TREE HOLIDAY ORNAMENTS	1,036.35
12/22/2022	SIMPLER SYSTEMS, INC	SIMPLER 2.0 IMPLEMENTATION	166.50
12/22/2022	SIMPLER SYSTEMS, INC	SIMPLER 2.0 IMPLEMENTATION	15,000.00
12/22/2022	SOPHIA LEE	UTILITY BOX ART	1,000.00
12/22/2022	SPANISH ACADEMY	REC CLASS INSTRUCTOR	745.20
12/22/2022	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT FY2022-23	2,074.93
12/22/2022	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST	REC CLASS INSTRUCTOR	399.60
12/22/2022	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST	REC CLASS INSTRUCTOR	399.60
12/22/2022	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST	REC CLASS INSTRUCTOR	2,775.00
12/22/2022	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST	REC CLASS INSTRUCTOR	1,200.00
12/22/2022	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST	REC CLASS INSTRUCTOR	375.00
12/22/2022	STANDARD PACIFIC	2022 IMPACT FEE REIMBURSEMENT	3,059.25
12/22/2022	STANFORD HEALTH -VALLEYCARE	TB/COVID TESTING SERVICES	300.00
12/22/2022	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	223.46
12/22/2022	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	94.87
12/22/2022	SURF TO SNOW ENVIRONMENTAL RESOURCE	NPDES PERMIT INSPECTION/ILLCIT DISCHARGE RESPONSE	4,509.50
12/22/2022	SURF TO SNOW ENVIRONMENTAL RESOURCE	NPDES PERMIT INSPECTION/ILLCIT DISCHARGE RESPONSE	2,381.75
12/22/2022	THE CONSTRUCTION ZONE, LLC	RETIREMENT ST SIGNAGE - COUNCILMEMBER KUMAGAI WAY	44.10
12/22/2022	THE CONSTRUCTION ZONE, LLC	RETIREMENT ST SIGNAGE-KRISTIE & VERONICA	99.23
12/22/2022	T-MOBILE USA, INC.	PIO CELL PHONE SERVICES THROUGH 11/20/22	99.39
12/22/2022	TPX COMMUNICATIONS	INTERNET & PHONE SERVICES THRU 11/8/22	2,651.21
12/22/2022	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES - NOV 2022	43,930.00
12/22/2022	TREASURER ALAMEDA COUNTY	FY22/23 FIELD AND SHELTER SERVICES	59,333.85
12/22/2022	TREASURER ALAMEDA COUNTY	FY22/23 FIELD AND SHELTER SERVICES	10,145.67
12/22/2022	TREASURER ALAMEDA COUNTY	ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM	86,697.00
12/22/2022	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,018.00
12/22/2022	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,314.00
12/22/2022	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,388.00
12/22/2022	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE-MAY	28,138.36
12/22/2022	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE-AUG	37,976.89
12/22/2022	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISION CITY COUNCIL & PLNG COMM MTGS	971.75
12/22/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS - NOV 2022	31,135.24
12/22/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - NOV 2022	22,217.83
12/22/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SVCS - CAMP PARKS - EXTRA SVCS NOV 2022	150.00
12/22/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES - NOV 2022	3,331.42
12/22/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - EXTRA SVCS NOV 2022	6,066.36

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12/22/2022	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION NOV 2022	9,800.00
12/22/2022	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	2,800.00
12/22/2022	U S CONF OF MAYORS	US CONFERENCE OF MAYORS ANNUAL MEMBERSHIP 2023	5,269.00
12/22/2022	ULINE, INC.	A-FRAME SIGN HOLDERS FOR EVENTS	755.48
12/22/2022	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SERVICES - CIVIC NOV 2022	1,432.22
12/22/2022	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SERVICES - WAVE NOV 2022	591.98
12/22/2022	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SERVICES - SHANNON NOV 2022	1,211.55
12/22/2022	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SERVICES - SENIOR CENTER NOV 2022	700.19
12/22/2022	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SERVICES - LIBRARY NOV 2022	254.62
12/22/2022	URBAN FIELD STUDIO OAKLAND	DOWNTOWN ARCHITECTURAL DESIGN SERVICES	9,477.64
12/22/2022	US BANK - PARS	PARS: PE 12/16/22	3,128.33
12/22/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	345.60
12/22/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	633.60
12/22/2022	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	518.40
12/22/2022	VERA GORDEEV LOWDERMILK	REPAINT UTILITY BOX - WILDAN PROJECT IMPACT/SPON	500.00
12/22/2022	VERIZON WIRELESS	SERVICE TO 12/3/2022	1,750.98
12/22/2022	VERIZON WIRELESS	SERVICE TO 12/3/2022	677.76
12/22/2022	VIDYA GIRISH	REC CLASS INSTRUCTOR	486.00
12/22/2022	VIDYA GIRISH	REC CLASS INSTRUCTOR	252.00
12/22/2022	WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW SERVICES - NOV 2022	13,140.00
12/22/2022	WEE HOOP, INC.	REC CLASS INSTRUCTOR	756.00
12/22/2022	WEE HOOP, INC.	REC CLASS INSTRUCTOR	810.00
12/22/2022	WEE HOOP, INC.	REC CLASS INSTRUCTOR	810.00
12/22/2022	WEE HOOP, INC.	REC CLASS INSTRUCTOR	486.00
12/22/2022	WESTEK SYSTEMS INC.	AMAG SOFTWARE MAINTENANCE & SUPPORT	2,624.00
12/22/2022	WILLDAN ENERGY SOLUTIONS	BUILDING ELECTRIFICATION & CODE ASSISTANCE	4,594.95
12/22/2022	WILLDAN ENERGY SOLUTIONS	BUILDING ELECTRIFICATION & CODE ASSISTANCE	7,296.70
12/22/2022	WILLDAN ENERGY SOLUTIONS	BUILDING ELECTRIFICATION & CODE ASSISTANCE	10,972.91
12/22/2022	WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	895.00
12/22/2022	WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	1,680.00
12/22/2022	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENTS	824,953.40
12/22/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	1,315.80
12/22/2022	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	1,238.40
Payments Issued 12/22/2022 Total:			4,547,016.89
12/27/2022	SHENKMAN & HUGHES PC	CVRA REQUIRED REIMBURSEMENT - DISTRICT ELECTIONS	30,000.00
Payments Issued 12/27/2022 Total:			30,000.00
12/29/2022	DSRSD	SERVICE TO 11/30/2022	250,479.85
Payments Issued 12/29/2022 Total:			250,479.85

Grand Total for Payments Dated 12/1/2022 through 12/31/2022: 9,231,603.25

Total Number of Payments Issued: 289

City of Dublin
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Payments Dated 1/1/2023 through 1/31/2023

Date Issued	Payee	Description	Amount
1/6/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING PE 12/30/2022	76,669.93
1/6/2023	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT-NOV 2022	43,586.35
Payments Issued 1/6/2023 Total:			120,256.28
1/9/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 12/30/2022	24,434.68
1/9/2023	HEALTH EQUITY, INC.	HEALTH EQUITY: PE 12/30/22	95,700.10
1/9/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 12/30/2022	1,316.87
1/9/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 12/30/2022	27,576.09
1/9/2023	US BANK - PARS	PARS: PE 12/30/2022	1,555.27
Payments Issued 1/9/2023 Total:			150,583.01
1/10/2023	A4 PROMOTIONS & INCENTIVES	HOLIDAY GIFT GUIDE COROPLAST SIGNS	1,090.00
1/10/2023	AT&T - CALNET 3	HERITAGE	24.04
1/10/2023	AT&T - CALNET 3	SHANNON CENTER ALARM	24.04
1/10/2023	BAY ALARM COMPANY	ALARM SERVICES - JAN 2023	84.00
1/10/2023	BAY ALARM COMPANY	ALARM SERVICES - CIVIC CENTER - JAN 2023	180.00
1/10/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE3 -SEPT 2022	8,460.00
1/10/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES NOV 2022	1,513.28
1/10/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES DEC 2022	775.46
1/10/2023	BSK ASSOCIATES INC.	SAMPLING/TESTING ALAMO CRK PRK FENCE - MAR 2022	5,006.00
1/10/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	270.90
1/10/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	100.80
1/10/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	52.80
1/10/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	57.60
1/10/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	33.60
1/10/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	52.80
1/10/2023	CODE PUBLISHING, LLC	MUNI CODE UPDATES	96.75
1/10/2023	CODE PUBLISHING, LLC	MUNI CODE UPDATES	123.00
1/10/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	2,056.98
1/10/2023	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN/ENVIR SVCS-TASSAJARA RD REALIGNMNT JUNE2022	2,135.58
1/10/2023	COULSON & ASSOCIATES	PLAN REVIEW WALLIS RANCH COMM PARK - AUG 2022	570.00
1/10/2023	COULSON & ASSOCIATES	PLAN REVIEW WALLIS RANCH COMM PARK - SEPT 2022	3,040.00
1/10/2023	COULSON & ASSOCIATES	ENGINEERING SERVICES - AUG 2022	14,915.00
1/10/2023	COULSON & ASSOCIATES	ENGINEERING SERVICES - SEP 2022	14,250.00
1/10/2023	DAVID L. GATES & ASSOCIATES, INC.	FALLON SPORT PARK PH3-IRRIGATION AUDIT - NOV 2022	8,250.00
1/10/2023	EAST BAY POOL SERVICE, INC.	THE WAVE POOL & SLIDE MAINTENANCE MONTHLY SERVICE	8,620.00
1/10/2023	EAST BAY POOL SERVICE, INC.	ADDITIONAL CHEMICALS REQUIRED DUE TO CO2 SHORTAGE	942.50
1/10/2023	EMPLOYMENT DEVELOPMENT DEPT	2021 EMPLOYMENT & WAGE DATA	166.00
1/10/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	147.79
1/10/2023	FASTSIGNS	AUBREY'S PLAQUE WIDENING	55.00
1/10/2023	FEDEX	SHIPPING ACCOUNT CHARGES	5.42
1/10/2023	GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	100.00
1/10/2023	INTERPRETING AND CONSULTING SERVICES, INC.	LANGUAGE INTERPRETERS FOR YAC MENTAL HEALTH FORUM	665.63
1/10/2023	KITTELSON & ASSOCIATES, INC.	SB 743 VMT IMPLEMENTATION & MODEL UPDATE - SEP 2022	9,741.25
1/10/2023	KITTELSON & ASSOCIATES, INC.	SB 743 VMT IMPLEMENTATION & MODEL UPDATE - NOV2022	1,860.00
1/10/2023	MICHAEL Z. BAKER	CNOA TRAVEL EXPENSES	221.28
1/10/2023	MINUTEMAN PRESS	PVC BATHROOM SIGNS - THE WAVE	185.38
1/10/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - OCT 2022	15,406.31
1/10/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - SEP 2022	17,282.14
1/10/2023	MONKEY BEAR YOGA, INC.	YOGA FOR PRESCHOOL	232.00
1/10/2023	NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK 11.30.22	25,176.25
1/10/2023	NOVANI, LLC.	TRAFFIC ENGINEERING SOFTWARE SUPPORT	2,884.96
1/10/2023	ON THE VINE CATERING	CITY COUNCIL RECOGNITION AND INSTALLATION	4,674.65
1/10/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTR. MGMT-FALLON SPORTS PARK PH3 - NOV 2022	12,465.50
1/10/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - NOV 2022	15,100.00
1/10/2023	PG&E	SERVICE TO FSP12/06/22	1,345.86
1/10/2023	PG&E	SERVICE TO EGP 12/11/2022	1,537.96
1/10/2023	PG&E	SERVICE TO BRAY CMMN 12/11/22	99.28
1/10/2023	PG&E	B1 7341 ROSAMOND HILLS CT 12/06/22	78.32
1/10/2023	PG&E	A1F IRRIG WEST 12/01/22	282.04
1/10/2023	PG&E	SERVICE TO PSC 12/13/22	8,441.01
1/10/2023	PG&E	SERVICE TO FS17 12/06/22	2,893.89
1/10/2023	PG&E	TC1 SERVICE TO DB 12/06/22	81.11
1/10/2023	PG&E	SERVICE TO TASSAJARA TC 12/09/22	107.80
1/10/2023	PG&E	TC1 SERVICE TO FALLON 12/12/22	117.26
1/10/2023	PG&E	TC1 SERVICE TO DB 12/12/22	99.07

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1/10/2023	PG&E	SERVICE TO SL 12/07/22	1,786.35
1/10/2023	PG&E	LS2-A SERVICE TO SL 12/14/22	69.13
1/10/2023	PG&E	A1 SERVICE TO SR CTR 12/11/22	2,506.61
1/10/2023	PG&E	SERVICE TO WAVE 12/06/22	45,752.65
1/10/2023	PG&E	SERVICE TO AVELLINA SL 12/12/2022	283.37
1/10/2023	PG&E	B1 SERVICE TO PSC 12/13/22	4,270.93
1/10/2023	PG&E	A6 SERVICE TO FS18 12/11/22	1,643.86
1/10/2023	PG&E	SERVICE TO LIBRARY 11/30/22	3,616.83
1/10/2023	PHOENIX GROUP INFO SYS.	PARKING CITATION COLLECTION SERVICE	244.09
1/10/2023	PROCURE AMERICA, INC	PG&E ACCOUNT EBCE SERVICE AGREEMENT	6,103.15
1/10/2023	RRM DESIGN GROUP, A CA CORP	ENGINEERING SVCS-PLAN REVIEW - MAY 2022	845.00
1/10/2023	SABOO INC.	CONSTRUCTION-HERITAGE PARK CEMETARY IMPROV	9,785.00
1/10/2023	SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES FOR NOV 2022	776.25
1/10/2023	SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS - SEP 2022	2,346.00
1/10/2023	SOUTH BAY CONSTRUCTION	REFUND OF PERFORMANCE SECURITY CASH DEPOSITS	8,498.30
1/10/2023	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST BAY	REC CLASS INSTRUCTOR	466.20
1/10/2023	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN - OCT 2022	16,499.33
1/10/2023	TOWN SQUARE PUBLICATIONS, LLC	ADVERTISING IN THE DUBLIN CHAMBER BUSINESS GUIDE	555.00
1/10/2023	TRANSPORT PRODUCTS UNLIMITED, INC.	FALLON SPORTS PK SHIPPING CONTAINER PURCH -OCT2022	10,093.68
1/10/2023	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	926.00
1/10/2023	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE SEPT	22,800.41
1/10/2023	TRI-VALLEY COMMUNITY TV	PEG CONTRIBUTION FY 22-23 (PMT 2 OF 2)	22,454.50
1/10/2023	TRI-VALLEY COMMUNITY TV	OPERATING SUBSIDY FY 22-23 (PMT 2 OF 2)	58,988.00
1/10/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS - DEC 2022	31,135.24
1/10/2023	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	3,500.00
1/10/2023	W-TRANS	DEVELOPMENT TRANSPORTATION REVIEW - NOV 2022	1,311.25
Payments Issued 1/10/2023 Total:			451,435.42
1/12/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES - NOV 2022	8,784.00
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,152.00
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	259.20
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,728.00
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	556.80
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	331.20
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	729.60
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,123.20
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,123.20
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	960.00
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	768.00
1/12/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,344.00
1/12/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	16,282.72
1/12/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	7,644.96
1/12/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	18,085.84
1/12/2023	AMADOR VALLEY INDUSTRIES LLC	RESIDENTIAL REFUSE SERVICE NOV 22	4,074,519.60
1/12/2023	BLUETOAD, INC.	SPRING 2023 ACTIVITY GUIDE	507.00
1/12/2023	COUNTY OF ALAMEDA OFFICE OF THE ASSESSOR	ASSESSOR MAP UPDATES - DEC 2022	9.00
1/12/2023	DEPARTMENT OF JUSTICE ACCTNG OFFICE-	DOJ LIVSCAN NOV 2022	672.00
1/12/2023	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - DEC 2022	516.00
1/12/2023	DUBLIN CHEVROLET	23 CHEV MALIBU REPLACING D39	25,324.26
1/12/2023	DUBLIN HIGH SCHOOL BAND	BREAKFAST WITH SANTA - BAND BOOSTERS	3,699.00
1/12/2023	DUBLIN UNIFIED SCHOOL DISTRICT	RENTAL FEES FOR PORTABLE USE FOR PRESCHOOL	4,486.50
1/12/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM - WATER	1,089.41
1/12/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM -SPURR	8.24
1/12/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	3,129.09
1/12/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	507.71
1/12/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	603.57
1/12/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	175.00
1/12/2023	GOODWIN CONSULTING GROUP, INC.	CFD ADMIN AREA #2	5,637.50
1/12/2023	HEALTHCARE, INC.	HEALTHCARE (12/2022) AND COMMUTER BENEFIT (1/2023)	638.00
1/12/2023	HERC RENTALS INC.	CITY EVENT TREE LIGHTING ELECTRICAL RENTAL	1,313.94
1/12/2023	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
1/12/2023	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES - JULY 2022	4,229.00
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES - AUG 2022	8,310.00
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES - SEP 2022	4,565.50
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES - OCT 2022	1,975.50

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Date Issued	Payee	Description	Amount
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT	8,058.44
1/12/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	22,978.28
1/12/2023	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR DEC 2022	35.10
1/12/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	3,104.00
1/12/2023	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	637.50
1/12/2023	LANLOGIC INC.	LANLOGIC UMBRELLA OPEN DNS WEB PROTECTION	1,050.00
1/12/2023	LEAGUE OF CALIFORNIA CITIES EAST BAY DIVISION	EAST BAY DIVISION MEETING- CITY COUNCIL & CITY MANAGER	280.00
1/12/2023	LEHR AUTO	POLICE VEHICLE MAINTENANCE & REPAIRS	395.34
1/12/2023	LITTLE FREE LIBRARY LTD	LIBRARY SHED SUPPLIES	4,434.40
1/12/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	665.90
1/12/2023	LSA ASSOCIATES INC.	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV	1,392.00
1/12/2023	MARC PAUL, INC.	DV0322 PROJECT CLOSE OUT REFUND	3,660.25
1/12/2023	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	5,932.50
1/12/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT 11/1-11/30/22	1,125.28
1/12/2023	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS - NOV 2022	1,117.55
1/12/2023	MNS ENGINEERS, INC.	INSP/CNSTR MGMT2021 SLURRY SEAL/DUB BLPAVE NOV 2022	478.95
1/12/2023	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD - NOV 2022	88,073.53
1/12/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - AUG 2022	19,637.02
1/12/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - JULY 2022	17,401.91
1/12/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - NOV 2022	15,486.11
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - DEC 2022	70.40
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC-PD - DEC 2022	50.59
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC CENTER - DEC 2022	94.93
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - THE WAVE - DEC 2022	58.63
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - DEC 2022	85.98
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER - DEC 2022	91.75
1/12/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - DEC 2022	49.97
1/12/2023	SESAC, INC.	ANNUAL MUSIC LICENSE FEE	1,104.00
1/12/2023	SF MOTO	POLICE MOTORCYCLES-ALL ELECTRIC ZERO	37,652.96
1/12/2023	U.S. BANK	CFD NO. 2015-1 DUBLIN CROSS 2017	1,800.00
1/12/2023	U.S. BANK	CFD NO. 2015-1 DUBLIN CROSSING SPECIAL TAX BONDS	2,000.00
1/12/2023	VSI RISK MGMT & ERGONOMICS INC	ERGONOMIC EVALUATION FOR PRATYUSH BHATIA	350.00
Payments Issued 1/12/2023 Total:			4,442,887.15
1/13/2023	CITY OF PLEASANTON	TVBID FEES COLLECTED FOR JUL-SEP 2022	124,310.08
Payments Issued 1/13/2023 Total:			124,310.08
1/17/2023	ACTIVE NETWORKS, LLC	SOFTWARE TECHNICAL SERVICE	1,650.00
1/17/2023	AMY L. JONES	REC CLASS INSTRUCTOR	75.60
1/17/2023	APWA-AMERICAN PUBLIC WORK ASSN	APWA MEMBERSHIP RENEWAL	3,953.70
1/17/2023	AT&T	SERVICE TO WAVE 12/12/22	91.12
1/17/2023	AT&T	SERVICE TO SHANNON 12/12/22	202.92
1/17/2023	AT&T	SERVICE TO SR ALARM 12/12/22	162.52
1/17/2023	AT&T	SERVICE TO CIVIC 12/12/22	100.04
1/17/2023	AT&T	SERVICE TO LIBRARY 911 12/14/22	24.04
1/17/2023	AT&T	SERVICE TO CY 12/14/22	46.40
1/17/2023	AT&T	SERVICE TO CY FAX 12/14/22	24.04
1/17/2023	AT&T	SERVICE TO PSC FIRE ALARM 12/14/22	46.40
1/17/2023	AT&T	SERVICE TO FSP FAX 12/14/22	46.40
1/17/2023	AT&T	SERVICE TO PSC POLICE 12/14/22	24.04
1/17/2023	AT&T	SERVICE TO FS18 12/14/22	68.76
1/17/2023	AT&T	SERVICE TO CY 12/14/22	229.04
1/17/2023	AT&T	SERVICE TO BLDG INSP 12/14/22	24.04
1/17/2023	AT&T	SERVICE TO ELEVATOR 12/14/22	91.12
1/17/2023	AT&T	SERVICE TO FS2-3 12/26/22	316.91
1/17/2023	AT&T	SERVICE TO SHANNON FAX 12/27/22	24.04
1/17/2023	AT&T	SERVICE TO FS16 12/27/22	46.40
1/17/2023	AT&T	SERVICE TO CIVIC 12/27/22	24.04
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SHANNON - JAN 2023	352.35
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SHANNON - JAN 2023	375.06
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - FS17 - JAN 2023	237.75
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	330.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	90.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	198.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	189.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	237.60

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1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	409.20
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	500.13
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - JAN 2023	148.50
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SENIOR CENTER - JAN 2023	369.30
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SHANNON - JAN 2023	541.86
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - FS16 - JAN 2023	138.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - THE WAVE - JAN 2023	1,852.47
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - THE WAVE - JAN 2023	123.20
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - THE WAVE - JAN 2023	198.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - CORP YARD - JAN 2023	297.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SENIOR CENTER - JAN 2022	207.00
1/17/2023	BAY ALARM COMPANY	ALARM SERVICES - SENIOR CENTER - JAN 2022	158.08
1/17/2023	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - NOV 2022	857.24
1/17/2023	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES -DEC 2022	309.72
1/17/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3- OCT 2022	12,290.00
1/17/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3- AUG 2022	5,000.00
1/17/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 - DEC2022	1,295.00
1/17/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS -PHASE 3 -JULY 2022	1,202.50
1/17/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 -JULY2022	3,109.50
1/17/2023	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & TIRE INSTALLATION	163.82
1/17/2023	BRINKS, INC.	ARMORED CAR SERVICE JAN 2023	280.97
1/17/2023	BSK ASSOCIATES INC.	CONSTR TESTING DUBLIN BLVD PVMNT REHAB - NOV 2022	2,018.00
1/17/2023	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 - OCT 2022	692.00
1/17/2023	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 - NOV 2022	221.00
1/17/2023	CAL ENGINEERING & GEOLOGY INC	ENGINEERING PLAN REVIEW SERVICES - DEC 2022	4,187.50
1/17/2023	CALEHS ATTN: JOE MOULTON	DESIGNATED UST OPERATOR INSP. SVCS DEC 2022	300.00
1/17/2023	CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES - OCT 2022	624.59
1/17/2023	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES DEC 2022	13,391.01
1/17/2023	CHRISP COMPANY	CITY STRIPING & MARKING MAINTENANCE SERVICES	333.25
1/17/2023	CITY OF PLEASANTON	FREEWAY INTERCHANGE DEBT PYMT JUL-SEP 2022	6,659.72
1/17/2023	CONSOLIDATED PRINTERS INC	VOTER INFORMATION GUIDE - TRANSLATION SERVICES	1,049.86
1/17/2023	CONSOLIDATED PRINTERS INC	VOTER INFORMATION GUIDE PRINTING	1,922.20
1/17/2023	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES - NOV 2022	28,155.86
1/17/2023	CORWOOD CAR WASH, INC.	CAR WASHES	1,215.00
1/17/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	ENGINEERING PLAN REVIEW SERVICES - OCT 2022	315.00
1/17/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	ENGINEERING PLAN REVIEW SERVICES - NOV 2022	210.00
1/17/2023	DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	244.96
1/17/2023	DUBLIN CHEVROLET	POLICE VEHICLE REPLACEMENT (D41)	22,542.89
1/17/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM PG&E ELECTRIC	1,321.21
1/17/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	700.00
1/17/2023	EVERYTHING GROWS INTERIOR LANDSCAPING	48313 - INTERIOR PLANT CARE & MAINT. - JAN 2022	212.69
1/17/2023	GOODWIN CONSULTING GROUP, INC.	CFD ADMIN AREA #1	5,442.50
1/17/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	WORKPLACE PLANNING STUDY	13,760.00
1/17/2023	INTEGRA PLANNING & LANDSCAPE ARCHITECTURE	LANDSCAPE PLAN CHECK & INSPECTIONS	911.25
1/17/2023	JENNIFER LI MARZI	HOLIDAY DANCE ESCAPE EVENT SUPPLIES REIMBURSEMENT	316.26
1/17/2023	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	353.20
1/17/2023	KIM BONATO	NOVEMBER MILEAGE REIMBURSEMENT	8.83
1/17/2023	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES	1,500.00
1/17/2023	PG&E	DB SL 12/14/22	15,356.37
1/17/2023	PG&E	B6 IRRIGATION 12/07/22	3,839.37
1/17/2023	PG&E	SERVICE TO VARIOUS TC 12/07/2022	9,149.64
1/17/2023	PG&E	LS2-A SERVICE TO CENTRAL SL 12/14/22	9.86
1/17/2023	PG&E	SERVICE TO GLEASON SL 12/14/22	14,564.51
1/17/2023	QUADIENT, INC. DEPT 3689	POSTAGE MACHINE RENTAL	99.06
1/17/2023	QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - DEC 2022	76.00
1/17/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	171.00
1/17/2023	RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	3,868.75
1/17/2023	SELECT IMAGING	LANDFILL TAG SUPPLIES	1,361.04
1/17/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
1/17/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	1,068.90
1/17/2023	SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES FOR DEC 2022	641.25
1/17/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES - JUL 2022	13,498.75
1/17/2023	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	PPD SKIN TEST	35.00
1/17/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	185.00
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD FOR MARISSA CLEVINGER	189.69
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD - KIM BONATO	162.94

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Date Issued	Payee	Description	Amount
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD - MELISSA WEAKLAND	162.94
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD - TYLER PHILLIPS	181.92
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD - BRESHKY ANSARI	239.70
1/17/2023	TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD - ERICA VICKERS	239.70
1/17/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 10/21/22	496.46
1/17/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 11/21/22	681.78
1/17/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 12/21/22	681.78
1/17/2023	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE OCT 2022	29,836.06
1/17/2023	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE JUN 2022	30,014.42
1/17/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISION CITY COUNCIL & PLNG COMM MTGS	854.67
1/17/2023	TRI-VALLEY TRANSPORT. COUNCIL	TRI-VALLEY TRANSPORTATION FEES JUL-SEPT 2022	93,517.96
1/17/2023	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	700.00
1/17/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES -SHANNON DEC 2022	530.45
1/17/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES -CIVIC DEC 2022	600.47
1/17/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES -SHANNON DEC2022	1,377.05
1/17/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES -WAVE DEC 2022	878.43
1/17/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICE -LIBRARY DEC 2022	742.63
1/17/2023	VERIZON WIRELESS	SERVICE TO 1/3/23	1,748.46
1/17/2023	VERIZON WIRELESS	SERVICE TO 1/3/23	678.68
1/17/2023	WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW SERVICES FOR DEC 2022	12,920.00
Payments Issued 1/17/2023 Total:			391,043.41
1/18/2023	CALPERS	2023 REPLACEMENT CHARGES FOR CITY OF DUBLIN	69,042.36
Payments Issued 1/18/2023 Total:			69,042.36
1/20/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 1/13/23	63,161.51
Payments Issued 1/20/2023 Total:			63,161.51
1/23/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 1/13/23	19,728.03
1/23/2023	HEALTH EQUITY, INC.	HEALTH EQUITY: PE 1/13/23	4,322.10
1/23/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 1/13/23	1,316.87
1/23/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 1/13/23	29,796.14
1/23/2023	US BANK - PARS	PARS: PE 1/13/23	1,686.48
Payments Issued 1/23/2023 Total:			56,849.62
1/24/2023	4LEAF INC.	BUILDING INSPECTIONS AND PLAN REVIEW FOR DEC 2022	63,100.00
1/24/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES - DEC 2022	5,060.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,215.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	435.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	624.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	828.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	710.77
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,123.20
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	234.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	810.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	585.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	709.34
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	360.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	960.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	2,073.60
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,814.40
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	819.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,458.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	3,628.80
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	2,304.00
1/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	2,073.60
1/24/2023	ALAMEDA COUNTY LIBRARY	DUBLIN LIBRARY SERVICES OCT-DEC 2022	159,600.00
1/24/2023	AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - DEC 2022	28,809.23
1/24/2023	ARROW SIGN COMPANY	MANUFACTURE & INSTALL MEDIAN MARKERS - JAN 2023	20,461.00
1/24/2023	AT&T	SERVICE TO CIVIC FIRE ALARM 01/01/2023	46.40
1/24/2023	AT&T	SERVICE TO PSC 01/01/2023	91.12
1/24/2023	AT&T	PSC TOLL-FREE NUMBER	50.99
1/24/2023	AT&T	VOIP PUBLIC SAFETY COMPLEX	395.11
1/24/2023	AT&T	PSC INTERNET DATA SERVICES THROUGH 11/18/22	1,754.27
1/24/2023	AT&T - CALNET 3	ASE CIRCUITS SERVICE TO 12/31/22	2,510.44
1/24/2023	AT&T - CALNET 3	HERITAGE CENTER BACKUP	51.84

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Date Issued	Payee	Description	Amount
1/24/2023	BAKER TILLY US, LLP	EXECUTIVE COACHING FY22-23	210.00
1/24/2023	BYOG	SURVEYORS UNIFORM SUPPLIES	1,606.51
1/24/2023	CALIFORNIA BUILDING STANDARDS COMMISSION	GREEN BUILDING FEES OCT-DEC 2022	1,326.60
1/24/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	714.04
1/24/2023	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	3,381.38
1/24/2023	CHALLENGER SPORTS	REC CLASS INSTRUCTOR	828.00
1/24/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	76.80
1/24/2023	CITYSERVE OF THE TRI-VALLEY	HUMAN SERVICE GRANT FY2022-23	12,500.00
1/24/2023	COMCAST	CIVIC CENTER CABLE	118.78
1/24/2023	CORODATA SHREDDING, INC.	SHRED BIN PICKUP DEC 2022	40.50
1/24/2023	DEPT OF CONSERVATION DIV OF ADMIN SVCS AC	SEISMIC HAZARD MAPPING FEE OCT-DEC 2022	4,447.40
1/24/2023	DFM ASSOCIATES	2023 CALIFORNIA ELECTION CODES	89.02
1/24/2023	DIV OF THE STATE ARCHITECT	DIVISION OF STATE ARCHITECT CASP OCT-DEC 2022	693.20
1/24/2023	DOCTOR DIESEL	100715 - ANNUAL DIESEL TANK SERVICE - DEC 2022	3,155.00
1/24/2023	FURNITURE LEISURE INC	WAVE POOL FURNITURE	1,451.37
1/24/2023	GLADWELL GOVERNMENTAL SVCS INC	RECORDS RETENTION LEGAL REVIEW FY 22-23	500.00
1/24/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	DESIGN OF CULTURAL ARTS CENTER - NOV 2022	14,761.05
1/24/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	5,500.00
1/24/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	11,575.00
1/24/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	11,613.00
1/24/2023	INTERWEST CONSULTING GROUP INC	PLAN REVIEW SERVICES FOR DEC 2022	562.50
1/24/2023	JAM SERVICES INC	TRAFFIC INTERSECTION CAMERAS - NOV 2022	107,493.75
1/24/2023	KAREN PELLETTIERI	REFUND FOR SENIOR TRIP CANCELLATION	89.90
1/24/2023	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	2,247.50
1/24/2023	LIEBERT CASSIDY WHITMORE	ERC MMBERSHP W/ PREMIUM LIEBERT LIBRARY SUBSCRIPTION	3,540.00
1/24/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	181.38
1/24/2023	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - NOV 2022	10,576.00
1/24/2023	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES- DEC 2022	10,080.00
1/24/2023	MMANC	MMANC WINTER FORUM REGISTRATION - ESCOVER	75.00
1/24/2023	PG&E	B1 IRRIG 2979 THREE CASTLES 12/27/22	17.21
1/24/2023	PG&E	SERVICE TO CIVIC CENTER 12/13/22	7,189.49
1/24/2023	PG&E	SERVICE TO CORP YARD 12/29/22	2,002.84
1/24/2023	PG&E	SERVICE TO SHANNON CENTER 12/29/22	1,032.77
1/24/2023	PG&E	B6 SERVICE TO SCH RNCH PARK 12/28/22	193.90
1/24/2023	PG&E	SERVICE TO PASSATEMPO 12/22/22	75.25
1/24/2023	PG&E	SERVICE TO SEAN DIAMOND 12/27/22	174.83
1/24/2023	PG&E	SERVICE TO POSITANO IRRIG 12/29/22	88.20
1/24/2023	PG&E	B1 IRRIG 7401 DB ART	6,152.78
1/24/2023	PG&E	SERVICE TO FALLON TC 12/23/22	65.66
1/24/2023	PG&E	SERVICE TO FALLON TC 12/23/22	74.87
1/24/2023	PG&E	TC1 SERVICE TO AVB 12/28/22	63.32
1/24/2023	PG&E	TC1 SERVICE TO POSITANO 12/30/22	289.92
1/24/2023	PG&E	LS2-A SERVICE TO AVB 12/30/22	1,241.70
1/24/2023	PG&E	B1 SERVICE TO HCP 12/28/22	3,355.86
1/24/2023	PG&E	SERVICE TO FS16 12/11/22	2,443.27
1/24/2023	PG&E	SERVICE TO HPM 12/28/22	903.61
1/24/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - NOVEMBER 2022	193.50
1/24/2023	PLEASANTON EVENT RENTALS INC	LINEN CLEANING	263.12
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - DEC 2022	70.40
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC PD - JAN 2023	50.59
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC CENTER - JAN 2023	94.93
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - THE WAVE - JAN 2023	58.63
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - JAN 2023	49.97
1/24/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER - JAN 2023	91.75
1/24/2023	QUINCY ENGINEERING	ENGINEERING PLAN REVIEW SERVICES - SEP 2022	4,729.50
1/24/2023	QUINCY ENGINEERING	ENGINEERING PLAN REVIEW SERVICES - OCT 2022	1,300.00
1/24/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS 16 - JAN 2023	225.40
1/24/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS 18 - JAN 2023	194.35
1/24/2023	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,526.40
1/24/2023	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	3,086.72
1/24/2023	SCOTT N. KIVEL	CALPERS DETERMINATION	956.25
1/24/2023	SELECT IMAGING	DAIS & NAMEPLATES FOR VM MCCORRISTON & CM QAADRI	119.86
1/24/2023	SELECT IMAGING	PHOTO NAME PLATES - QAADRI	121.52
1/24/2023	SHADEUSA	SPORT POOL, BOARDWALK, SPLASH ZONE 9' UMBRELLAS	7,333.50
1/24/2023	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT FY22-23	3,115.21
1/24/2023	SYSTEMS & SPACE INC.	EVIDENCE ROOM UPGRADE	24,960.00

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Date Issued	Payee	Description	Amount
1/24/2023	TETRA TECH, INC.	TRI-VALLEY LOCAL HAZARD MITIGATION PLAN	4,023.75
1/24/2023	THE THEATER FACTORY	REC CLASS INSTRUCTOR	3,094.20
1/24/2023	T-MOBILE USA, INC.	PIO CELL PHONE SERVICES THROUGH 12/20/22	103.51
1/24/2023	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES DEC 2022	28,670.00
1/24/2023	TREASURER ALAMEDA COUNTY	POLICE SERVICES FY22-23 SEP & OCT 2022	3,941,066.91
1/24/2023	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	4,250.00
1/24/2023	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	4,200.00
1/24/2023	U.S. POSTAL SERVICE PLEASANTON MPO	POSTAGE FOR 2023 ACTIVITY GUIDE AND CITY REPORT	4,759.42
1/24/2023	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	1,526.63
1/24/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES - DEC 2022	304.00
1/24/2023	WESCO GRAPHICS INC	ACTIVITY GUIDE & CITY REPORTS PRINTING	9,881.65
Payments Issued 1/24/2023 Total:			4,589,916.94
1/27/2023	CA DEPT. OF TAX & FEE ADMIN	SALES & USE TAX RETURN CAL YR 2022	7,431.00
1/27/2023	CAL PERS	PERS RETIREMENT PLAN: PE 12/30/22	78,982.10
Payments Issued 1/27/2023 Total:			86,413.10
1/30/2023	CAL PERS	PERS RETIREMENT PLAN: PE 1/13/23	84,301.68
Payments Issued 1/30/2023 Total:			84,301.68
Grand Total for Payments Dated 1/1/2023 through 1/31/2023:			10,630,200.56
Total Number of Payments Issued:			205



STAFF REPORT

CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2022
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will receive an informational report of the City's investments through the quarter ending December 31, 2022 including a monthly transaction ledger. The City's investment portfolio for this period totaled \$358,810,052 (market value) with an average market yield of 4.39%. As required by the Policy, the City Treasurer (Administrative Services Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

There is no financial impact resulting from this report. Investments are made in accordance with the City Investment Policy and State Law. Interest earned is apportioned between funds (i.e., General Fund, Gas Tax Fund, etc.) based upon their proportionate share of the total cash balance. Based on the financial needs of the City and the timing of revenues and expenditures, the quarterly cash balance can vary from quarter to quarter.

DESCRIPTION:

The total investment portfolio (market value) consists of \$276,714,308 managed by Chandler Asset Management (Chandler), and \$82,095,744 invested by the City in local government pools, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). In this quarter, the City transferred a total of \$48.1 million from LAIF and CAMP funds over to Chandler, to take advantage of higher return projections for the Chandler portfolio over the local pools. The average market yield of the Chandler portfolio and the local pools was 4.58% and 3.79% respectively.

The total investment portfolio balance fluctuates throughout the year due to normal cash flow needs and includes both discretionary and restricted funds.

Economic Update Highlights

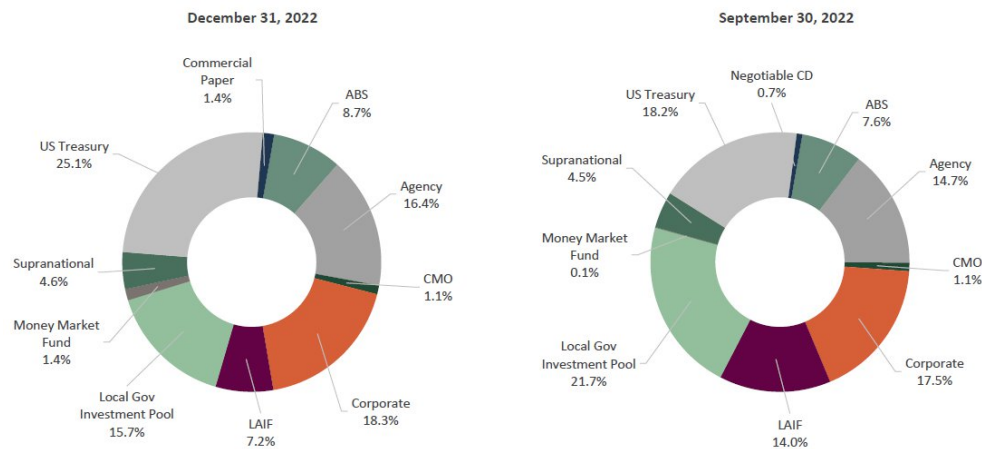
The following are some highlights from the Economic Update included in the Investment Report prepared by Chandler (Attachment 1).

Market volatility has intensified as investors weigh the probabilities of a hard or soft economic landing. Although the pace of job growth is moderating, a historically strong labor market has sustained economic expansion. Inflation metrics are trending downward but remain significantly higher than the Federal Reserve's target. Financial conditions have eased, and credit spreads have narrowed over the last quarter. Geopolitical risks remain as the Russia/Ukraine war persists and China reopens, while domestically the debt ceiling risk has emerged. As uncertainty has grown, the consensus market view has diverged from the Federal Reserve's projected rate path. While evidence of slower economic conditions has begun to mount, Chandler believes the Federal Reserve will continue to tighten monetary policy at a slower pace and remain restrictive for some time, and uncertainty will continue to fuel market volatility.

City of Dublin Portfolio

The City's aggregate portfolio has maintained a healthy balance of investment types with minimal change from the prior quarter as shown below in Chart 1.

Chart 1: Investments by Type
December 31, 2022 and September 30, 2022



The market value of the City's portfolio decreased by \$4,629,562 from the September 30, 2022 quarter. The quarterly change results from the normal fluctuations in the timing of incoming revenue, predominantly the receipt of property tax allocations and sales tax revenue, and expenditures on Capital Projects as well as payments to Alameda County for Police and Fire Services. The City's portfolio decreased by \$23.7 million from the same quarter the prior year (see Table 1 below). Overall market yield-to-maturity has increased to 4.39% over the prior quarter's 3.66% (shown in Table 2) due to the factors discussed in the Economic Update Highlights. For

detailed monthly transactions, see Attachment 2.

Table 1: Portfolio Values and Yield to Maturity

Holdings	December 31, 2021 Market Value	September 30, 2022 Market Value	December 31, 2022						
			Par Value	Book Value	Market Value	% of Subtotal	% of Total Portfolio	Book Yield	Market Yield
<u>Managed by City</u>									
LAIF	50,395,433	50,558,661	25,730,693	25,730,693	25,730,693	31.4%	6.9%	2.23%	2.23%
CAMP	99,038,042	78,684,623	56,195,257	56,195,257	56,195,257	68.6%	15.1%	4.50%	4.50%
SUBTOTAL	149,433,475	129,243,283	81,925,950	81,925,950	81,925,950	100.00%	22.05%	3.79%	3.79%
Accrued Interest	26,613	164,681			169,795				
	149,460,088	129,407,964			82,095,744				
<u>Managed by Chandler</u>									
ABS	14,715,444	27,760,436	32,204,479	32,201,649	31,285,896	11.4%	8.7%	2.11%	5.10%
Agency	64,567,126	53,062,995	61,300,000	61,462,302	58,714,486	21.3%	16.5%	1.82%	4.58%
CMO	2,102,544	3,839,610	4,000,000	4,151,338	3,843,615	1.4%	1.1%	1.35%	4.75%
Commercial paper			5,000,000	4,982,197	4,982,197	1.8%	1.3%	4.52%	4.52%
Money Market	287,150	286,323	4,923,898	4,923,898	4,923,898	1.8%	1.3%	3.79%	3.79%
Negotiable CD	4,996,560	2,497,243	-	-	-	0.0%	0.0%	0.00%	0.00%
Supranational	22,424,573	16,428,894	18,240,000	18,216,628	16,569,068	6.0%	4.9%	0.67%	4.40%
Corporate	56,130,717	63,373,439	69,275,000	69,527,899	65,378,464	23.7%	18.6%	2.12%	4.89%
US Treasury	66,952,848	65,877,816	94,750,000	94,333,193	89,783,810	32.6%	25.5%	2.38%	4.23%
SUBTOTAL	232,176,962	233,126,756	289,693,377	289,799,105	275,481,435	100.00%	77.95%	2.11%	4.58%
Accrued Interest	885,828	904,893			1,232,872				
	233,062,790	234,031,649			276,714,308				
TOTAL PORTFOLIO	382,522,878	363,439,614	371,619,327	371,725,054	358,810,052		100.00%		4.39%
			Change from Prior Year		(23,712,826)				
			Change from Prior Quarter		(4,629,562)				

Table 2: Quarterly Holdings (Market Value) by Type, and YTM, 5 Quarters

Holdings (Market Value)	12/31/21	3/31/22	6/30/22	9/30/22	12/31/22
LAIF/CAMP	149,433,475	130,086,317	139,704,489	129,243,283	81,925,950
ABS	14,715,444	22,814,841	26,693,153	27,760,436	31,285,896
Agency	64,567,126	57,293,846	56,641,842	53,062,995	58,714,486
CMO	2,102,544	4,052,552	3,966,300	3,839,610	3,843,615
Commercial Paper	-	-	-	-	4,982,197
Money Market	287,150	632,736	3,039,481	286,323	4,923,898
Negotiable CD	4,996,560	4,978,673	2,486,275	2,497,243	-
Supranational	22,424,573	19,609,525	19,403,787	16,428,894	16,569,068
Corporate	56,130,717	66,644,264	62,892,216	63,373,439	65,378,464
US Treasury	66,952,848	63,976,891	62,468,441	65,877,816	89,783,810
Accrued Interest	912,441	816,458	1,012,868	1,069,574	1,402,667
TOTAL	382,522,878	370,906,101	378,308,853	363,439,614	358,810,052
YIELD TO MATURITY	0.60%	1.62%	2.48%	3.66%	4.39%

Funds Managed by the City

The City participates in two local agency investment pools managed by government finance professionals and treasurers: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The following table illustrates quarterly yields over the most recent eight quarters.

Table 3: Quarterly Portfolio Yields, Recent 8 Quarters

Market Yield	LAIF	CAMP	Chandler
3/31/21	0.35%	0.07%	0.46%
6/30/21	0.25%	0.05%	0.49%
9/30/21	0.21%	0.05%	0.56%
12/31/21	0.22%	0.05%	0.91%
3/31/22	0.42%	0.07%	2.38%
6/30/22	0.94%	1.40%	3.20%
9/30/22	1.60%	2.61%	4.47%
12/31/22	2.23%	4.50%	4.58%

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) City of Dublin Investment Report for Period Ending December 31, 2022
- 2) Transaction Ledger – October through December 2022

City of Dublin

Period Ending December 31, 2022

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com



SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions

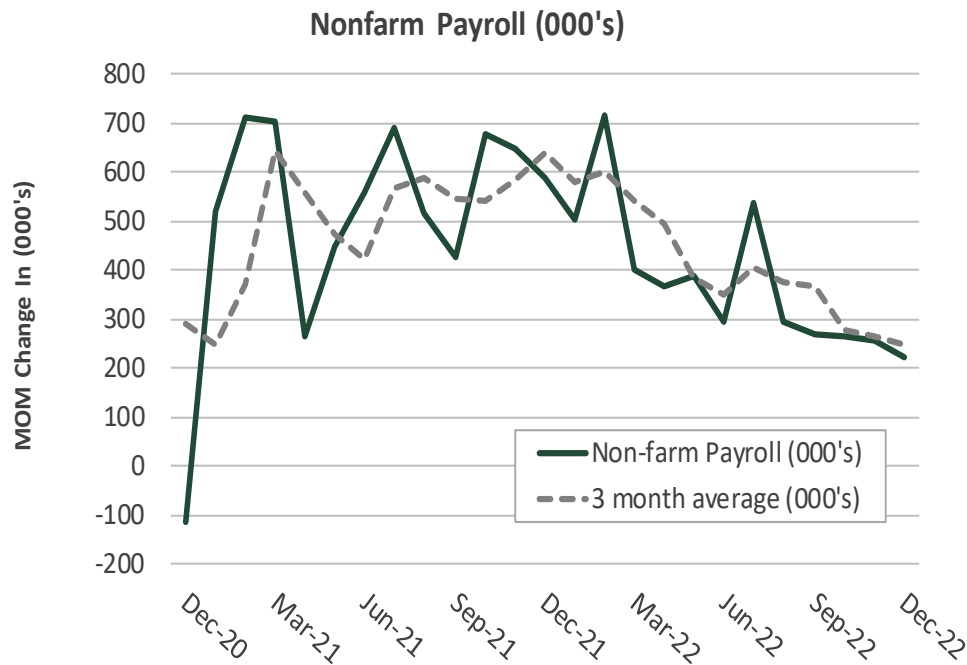


Section 1 | Economic Update

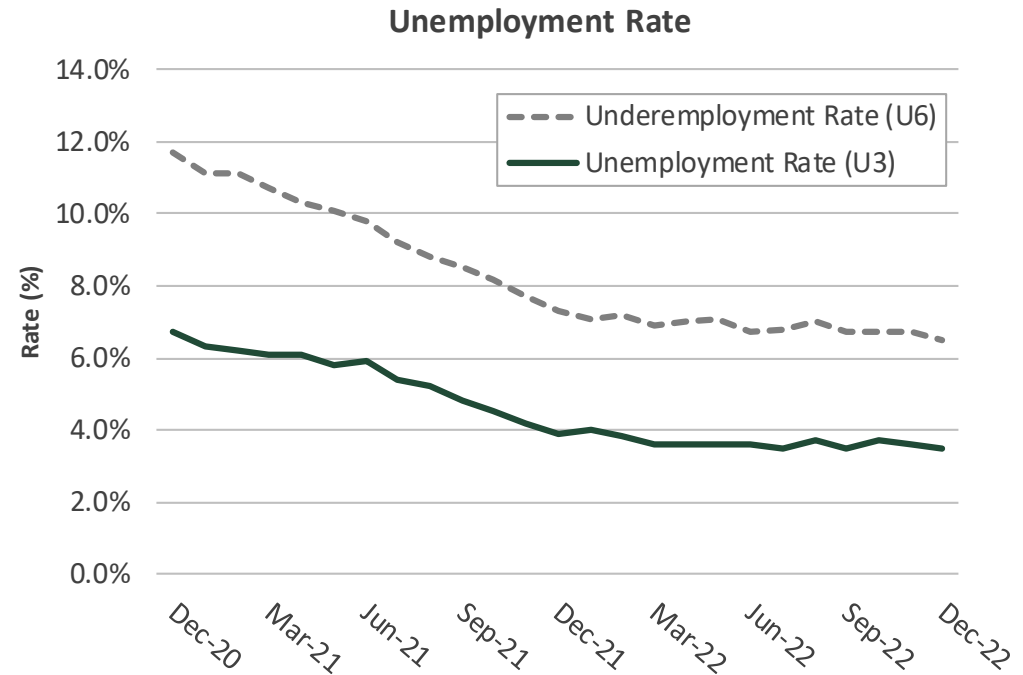
Economic Update

- Market volatility has intensified as investors weigh the probabilities of a hard or soft economic landing. Although the pace of job growth is moderating, a historically strong labor market has sustained economic expansion. Inflation metrics are trending downward but remain significantly higher than the Federal Reserve's target. Financial conditions have eased, and credit spreads have narrowed over the last quarter. Geopolitical risks remain as the Russia/Ukraine war persists and China reopens, while domestically the debt ceiling risk has emerged. As uncertainty has grown, the consensus market view has diverged from the Federal Reserve's projected rate path. While evidence of slower economic conditions has begun to mount, we believe the Federal Reserve will continue to tighten monetary policy at a slower pace and remain restrictive for some time, and uncertainty will continue to fuel market volatility.
- As expected at the December 14th meeting, the Federal Open Market Committee (FOMC) raised the fed funds target rate by 50 basis points to a range of 4.25 – 4.50%, in a downshift from four consecutive 75 basis point hikes. The decision was unanimous, and there was no change to the November statement. The sentiment was hawkish, indicating that “ongoing increases” in the fed funds rate are likely appropriate and citing continued labor market imbalances. FOMC members forecasted a higher fed funds rate, slower GDP growth, higher inflation, and higher unemployment in 2023 than in the September projections. We believe the FOMC will continue to implement tighter monetary policy at a slower pace and hold rates at restrictive levels for some time until inflationary pressures subside and remain in the Fed's target range.
- In December, yields rose, and the curve became less inverted. The 2-year Treasury yield increased 12 basis points to 4.43%, the 5-year Treasury yield rose 27 basis points to 4.01%, and the 10-year Treasury yield climbed 27 basis points to 3.88%. The inversion between the 2-year Treasury yield and 10-year Treasury yield narrowed to -55 basis points at December month-end versus -71 basis points at November month-end. The spread was a positive 78 basis points one year ago. The inversion between 3-month and 10-year treasuries narrowed to -50 basis points in December from -74 basis points in November. The year 2022 saw a dramatic shift in the Federal Reserve's policy from highly accommodative to aggressive tightening, resulting in significantly higher rates and an inverted yield curve. The shape of the yield curve indicates that the probability of recession is increasing.

Employment



Source: US Department of Labor

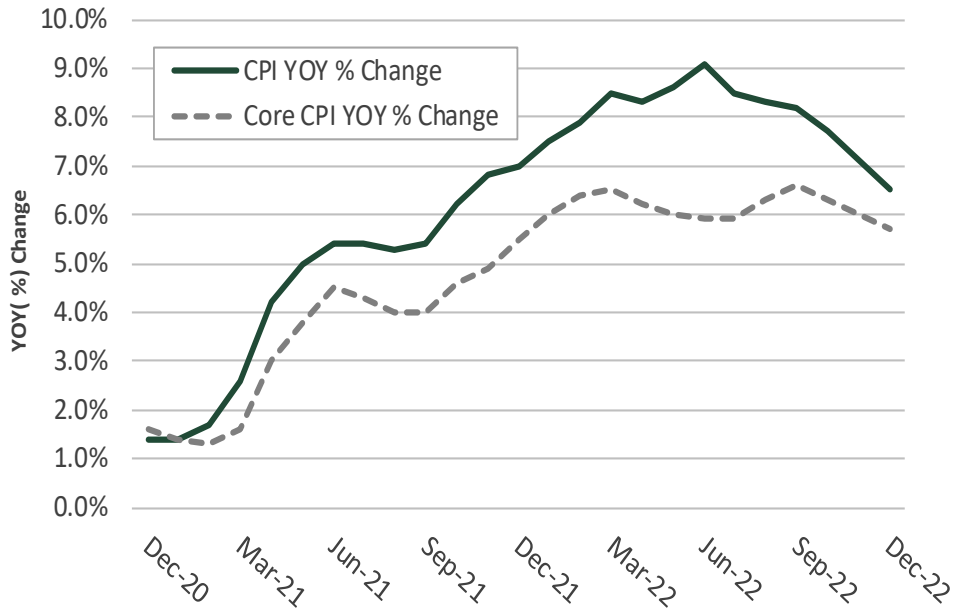


Source: US Department of Labor

The U.S. economy added 223,000 jobs in December, slightly higher than market expectations of 205,000, but a decline from November's revised increase of 256,000. Trends in employment remain healthy, with the three-month moving average payrolls at 247,000 and the six-month moving average at 307,000. Jobs in the goods producing sector were surprisingly strong, and leisure and hospitality employment growth remained solid. The unemployment rate dipped to 3.5%, returning to its pre-pandemic level. The labor participation rate increased only slightly to 62.3% in December from 62.1% in November, indicating the supply of labor remains challenging for employers. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons declined to 6.5% from the prior month at 6.7%. Average hourly earnings rose 4.6% year-over-year in December, down from a revised 4.8% increase in November. Overall, the December employment report demonstrates a strong demand for labor and supports the case for the Fed to continue raising the federal funds rate, but perhaps at a slower pace.

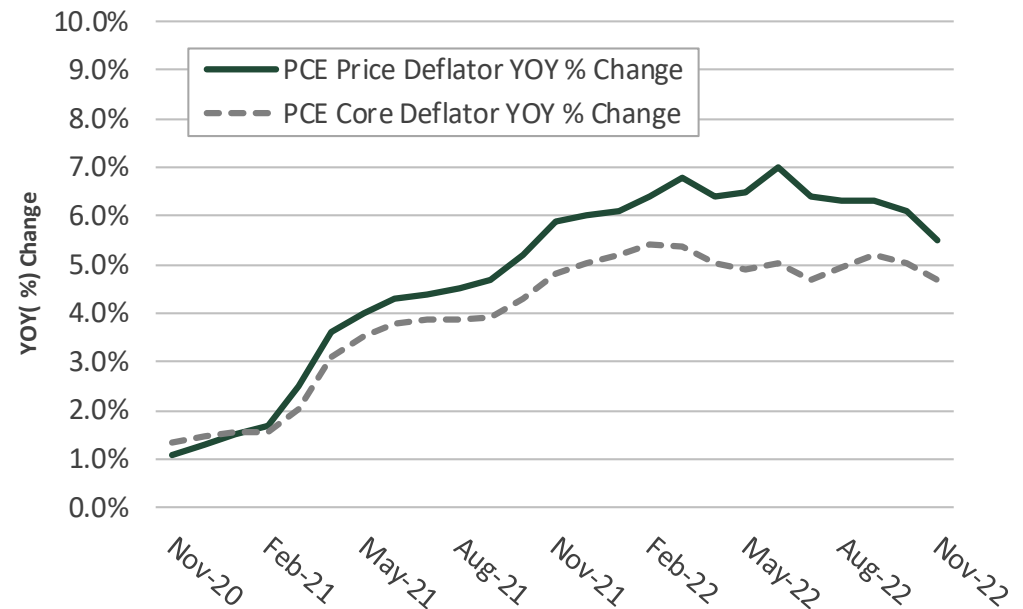
Inflation

Consumer Price Index (CPI)



Source: US Department of Labor

Personal Consumption Expenditures (PCE)

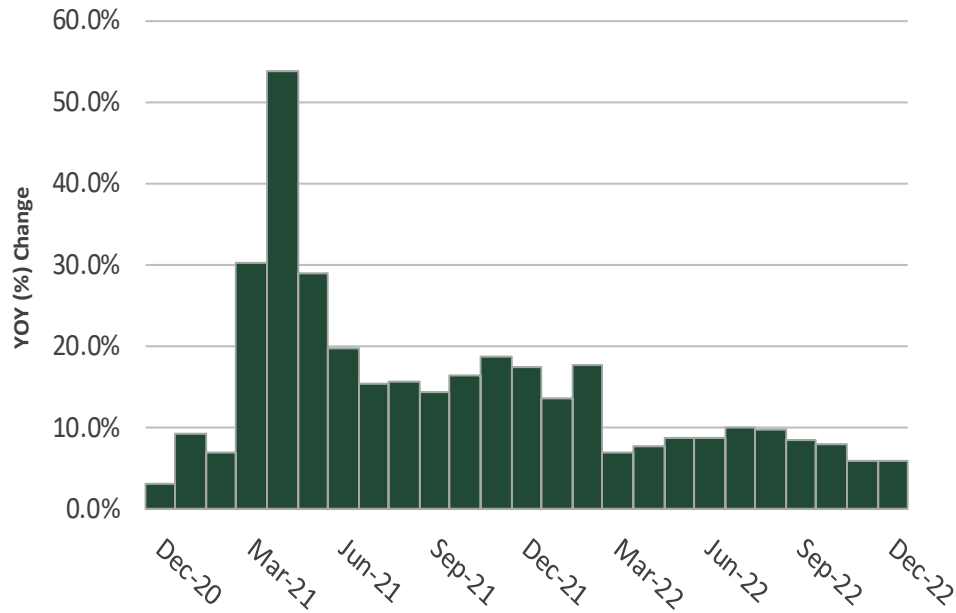


Source: US Department of Commerce

The Consumer Price Index (CPI) increased 6.5% year-over-year in December, down from a 7.1% year-over-year increase in November. The Core CPI, which excludes volatile food and energy components, rose 5.7% year-over-year in December, down from 6.0% in November. Gasoline prices decelerated materially, while shelter prices continued to rise. A shift in spending from goods to services continues to dampen merchandise prices. The Personal Consumption Expenditures (PCE) index rose 5.5% year-over-year in November, versus an upwardly revised 6.1% year-over-year gain in October. Core PCE increased 4.7% year-over-year in November versus a 5.0% year-over-year gain in October. Declining inflationary trends should provide the Federal Reserve room to reduce the pace and magnitude of future federal funds rate hikes.

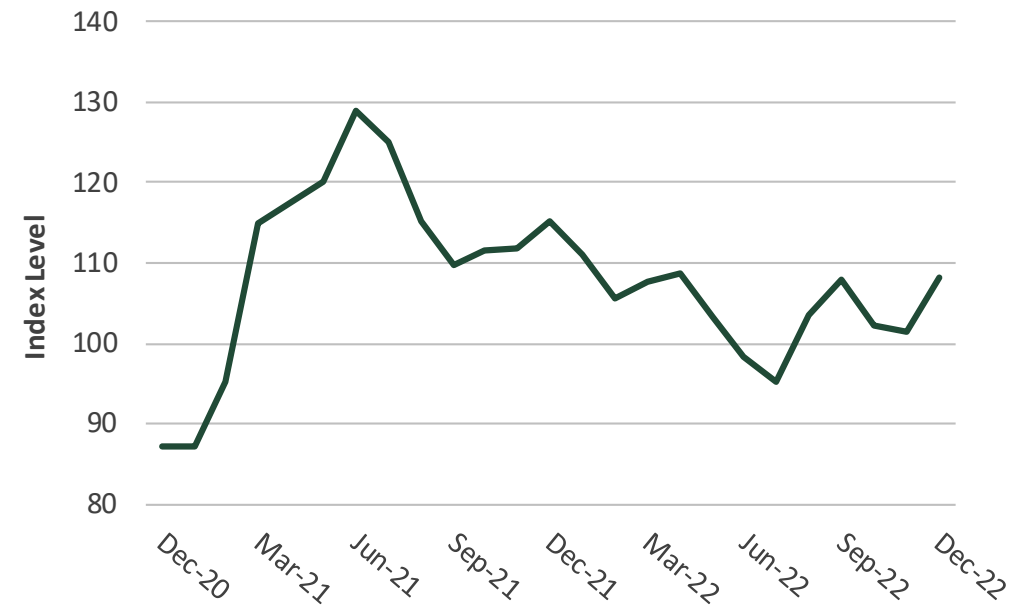
Consumer

Retail Sales YOY % Change



Source: US Department of Commerce

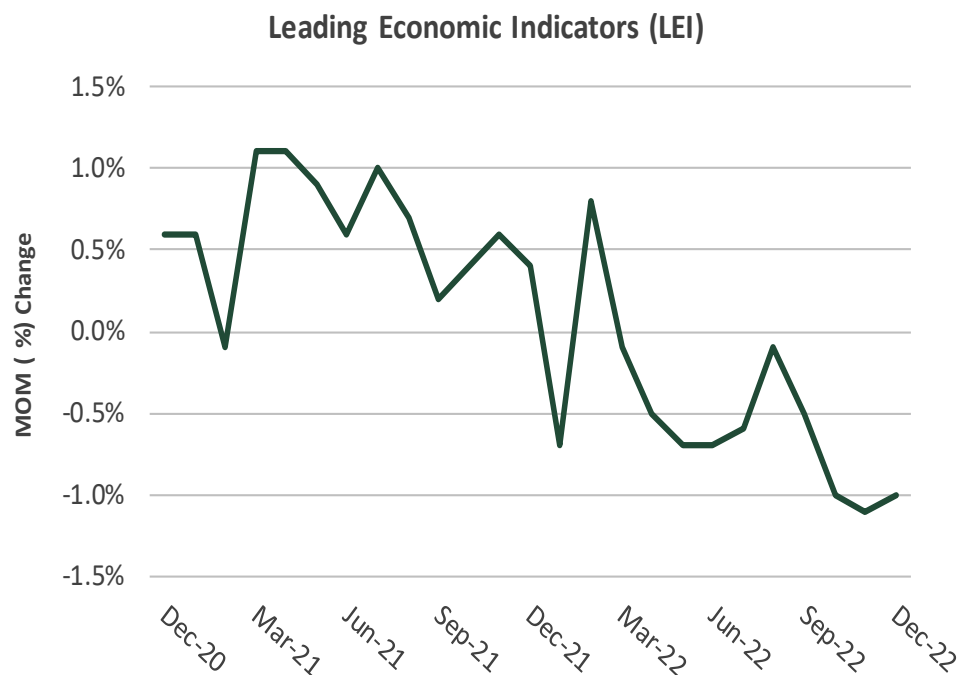
Consumer Confidence



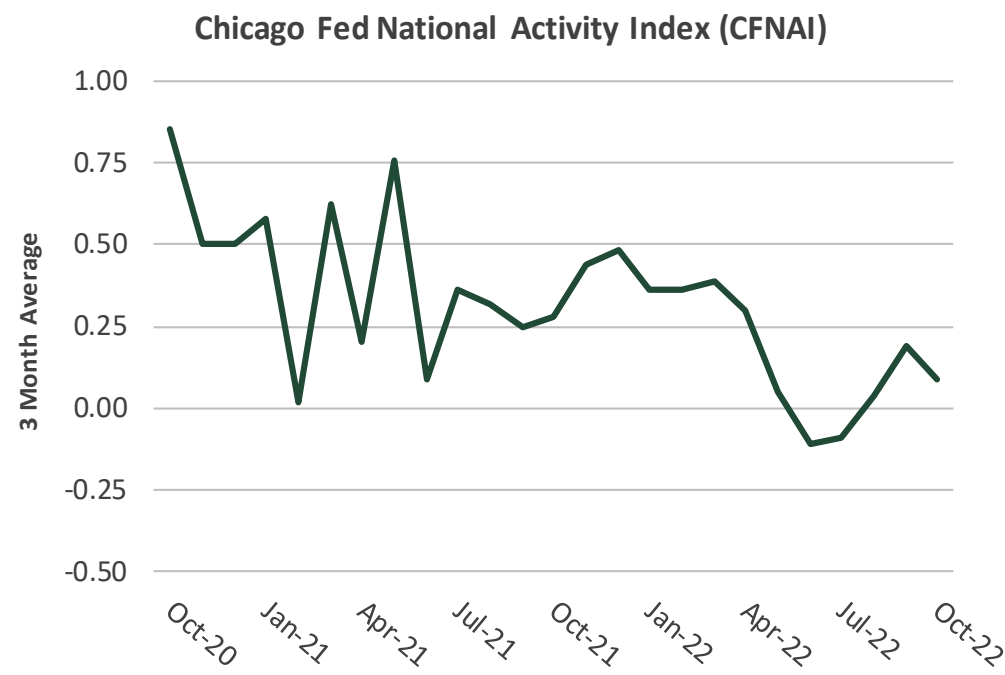
Source: The Conference Board

Advance Retail Sales dropped 1.1% in December after a downward revision to a 1% decline in November, reflecting a loss of momentum in consumer demand for goods amid high inflation and shifting preferences toward services. Retail sales rose 6% year-over-year in December, unchanged from November's year-over-year gain. Weakness was widespread among sectors. The Conference Board's Consumer Confidence Index jumped more than expected to 108.3 in December from an upwardly revised 101.4 in November. Views of current conditions and the future outlook for the economy both improved as inflation expectations declined.

Economic Activity



Source: The Conference Board

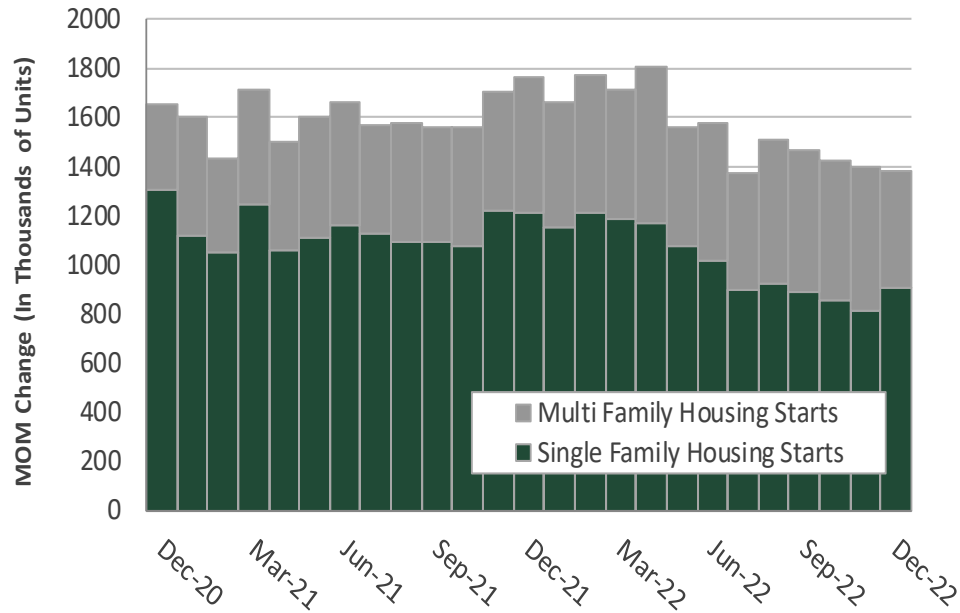


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) remained in negative territory for the tenth consecutive month at a worse than expected -1.0% in December, following a downwardly revised -1.1% in November. The LEI was down 7.4% year-over-year in December versus down 6.1% in November. The Conference Board cited widespread deterioration in the components of the index. The Chicago Fed National Activity Index (CFNAI) decreased to -0.05 in October from +0.17 in September indicating below trend growth over the month. On a 3-month moving average basis, the CFNAI moved down to +0.09 in October from an upwardly revised +0.19 in September.

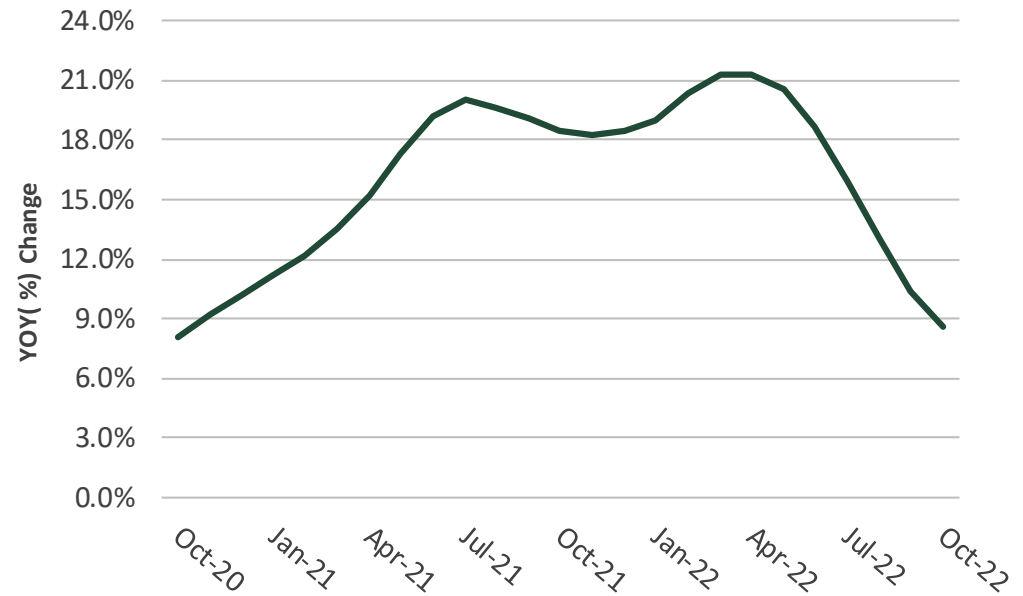
Housing

Housing Starts



Source: US Department of Commerce

S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Total housing starts fell 1.4% month-over-month in December to 1,382,000 units and were down 21.8% compared to December 2021. The dip was entirely due to a 19% decline in starts of multi-unit homes but was somewhat offset by an increase in starts of single-family homes as mortgage rates eased. The 30-year fixed rate mortgage has dropped to an average of 5.95% according to Freddie Mac, down from a peak of over 7% in November. According to the Case-Shiller 20-City Home Price Index, the year-over-year increase continued its declining rate of gain to +8.6% in October from +10.4% in September, clearly displaying the impact of higher mortgage rates year-over-year, which have reduced demand for homebuying as affordability has declined.

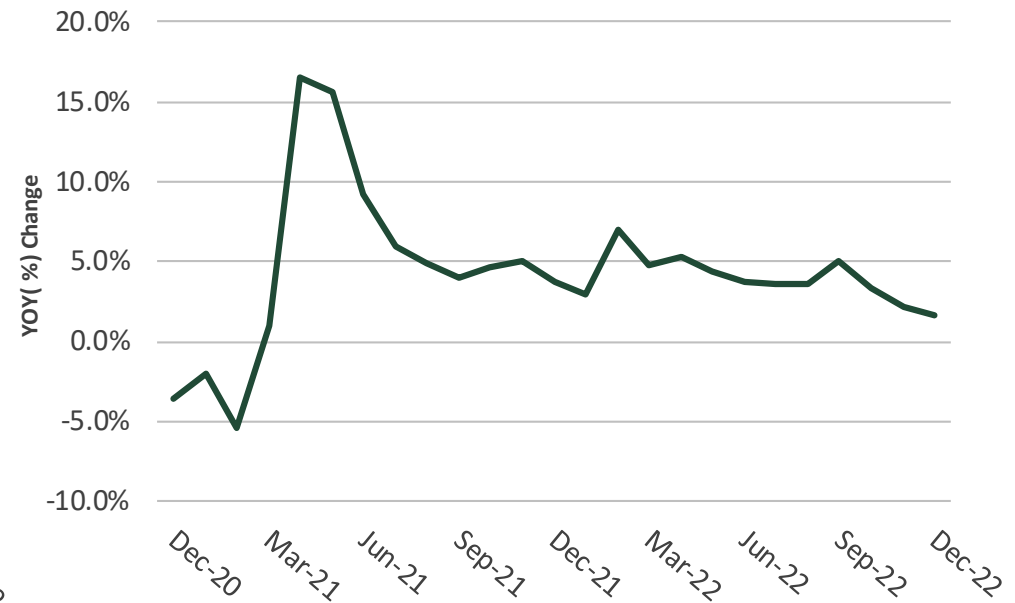
Manufacturing

Institute of Supply Management Purchasing Manager Index



Source: Institute for Supply Management

Industrial Production



Source: Federal Reserve

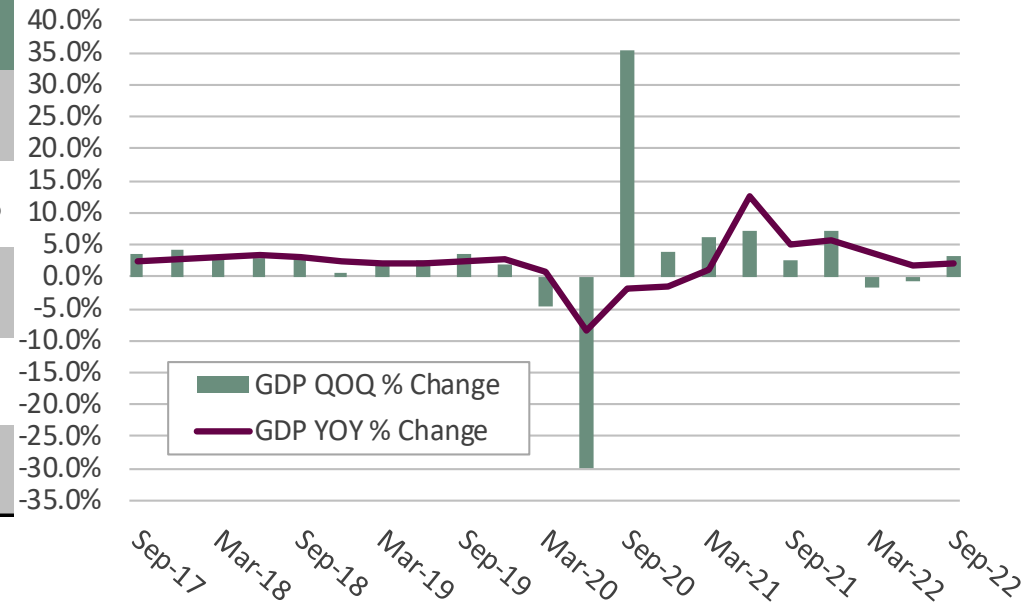
The Institute for Supply Management (ISM) manufacturing index declined to 48.4 in December from 49.0 in November. This is the second consecutive month of readings below 50.0, which is indicative of contraction in the manufacturing sector. The declining trend reflects sluggish demand amid economic uncertainty and easing price pressures in the goods sector. Industrial production fell 0.7% in December after a downward revision to -0.6% in November. The decrease was due to declines in production for manufacturing and mining, while utilities output rose sharply due to cold weather. This equates to a 1.65% increase from the prior year. Capacity utilization dropped to 78.8% in December from 79.4% in November and has fallen below the 1972-2021 average of 79.6%.

Gross Domestic Product (GDP)

Components of GDP	12/21	3/22	6/22	9/22
Personal Consumption Expenditures	2.1%	0.9%	1.4%	1.5%
Gross Private Domestic Investment	5.1%	1.0%	-2.8%	-1.8%
Net Exports and Imports	-0.2%	-3.1%	1.2%	2.9%
Federal Government Expenditures	0.0%	-0.4%	-0.2%	0.2%
State and Local (Consumption and Gross Investment)	-0.2%	0.0%	-0.1%	0.4%
Total	7.0%	-1.6%	-0.6%	3.2%

Source: US Department of Commerce

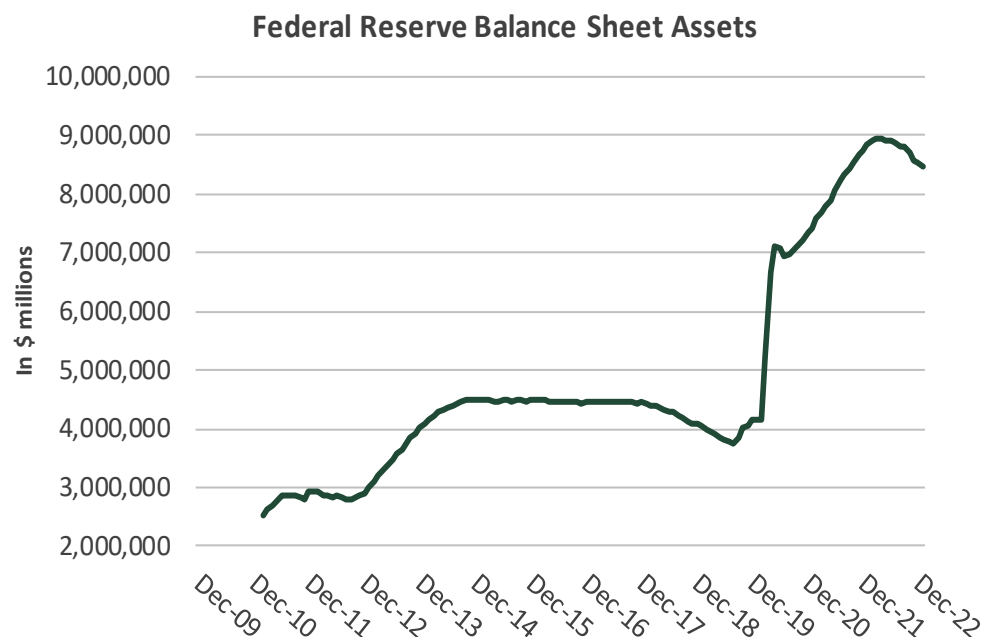
Gross Domestic Product (GDP)



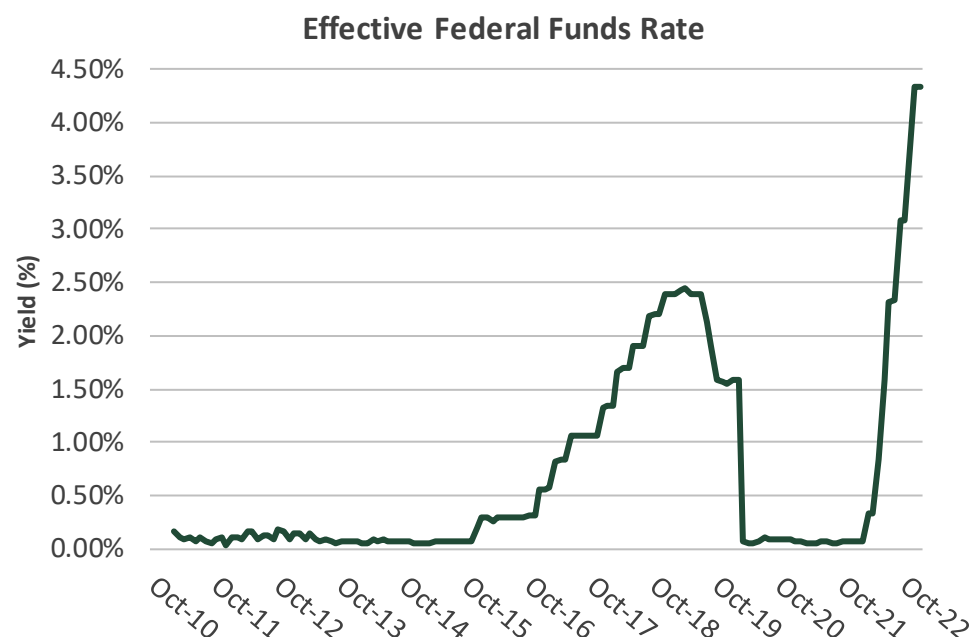
Source: US Department of Commerce

According to the third estimate, GDP increased at an annualized rate of 3.2% in the third quarter, revised up from 2.9%. The upward revision reflects stronger personal consumption expenditures which rose 2.3% in the third quarter, up from 1.7% in the previous estimate, primarily due to continued strength in services spending. Business investment, state and local government spending, and net exports also contributed to the upward revision. The consensus estimate calls for 2.0% growth in the fourth quarter, 2.0% growth for the full year 2022, and 0.1% growth in the first quarter of 2023.

Federal Reserve



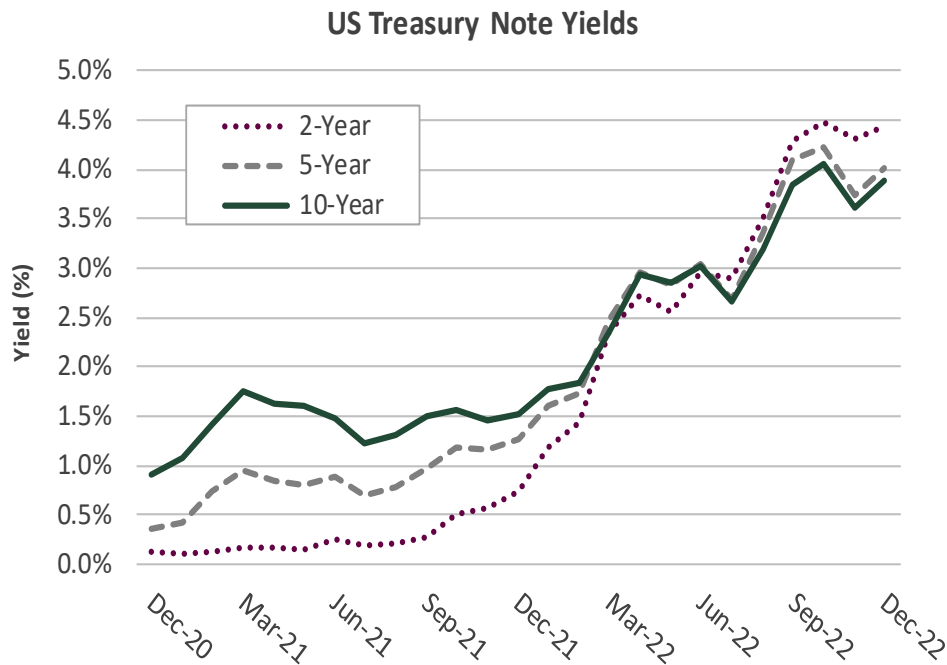
Source: Federal Reserve



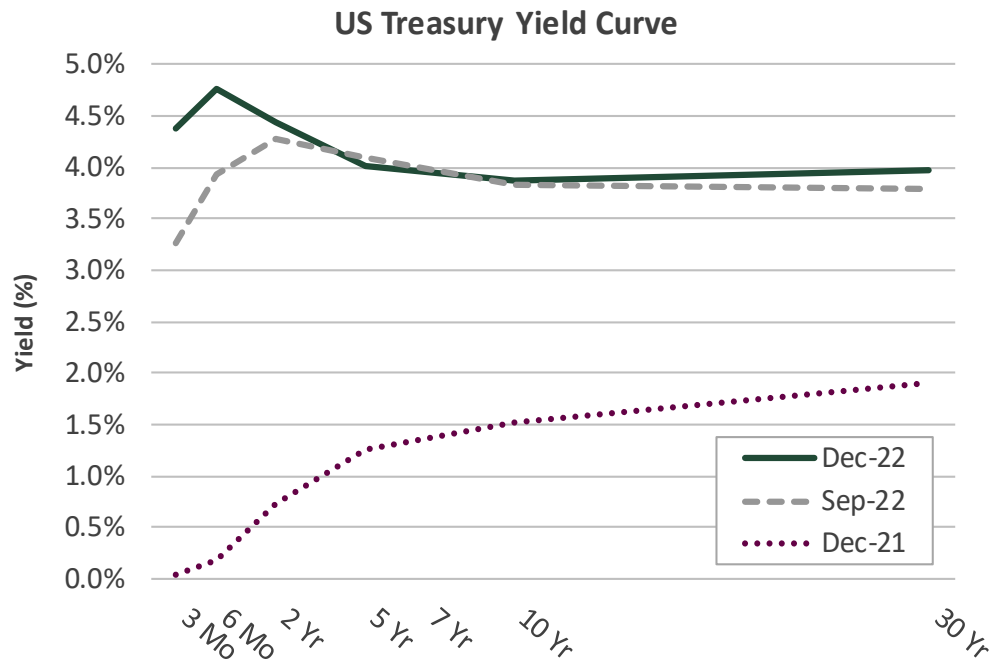
Source: Bloomberg

As expected at the December 14th meeting, the Federal Open Market Committee (FOMC) raised the fed funds target rate by 50 basis points to a range of 4.25 – 4.50%, in a downshift from four consecutive 75 basis point hikes. The decision was unanimous, and there was no change to the November statement. The sentiment was hawkish, indicating that “ongoing increases” in the fed funds rate are likely appropriate and citing continued labor market imbalances. The Summary of Economic Projections indicated a peak median forecast of 5.1% in 2023 and no rate cuts until 2024; however, the market consensus diverged, implying rate cuts in the second half of 2023. FOMC members forecasted a higher fed funds rate, slower GDP growth, higher inflation, and higher unemployment in 2023 than in the September projections. We believe the FOMC will continue to implement tighter monetary policy at a slower pace and hold rates at restrictive levels for some time until inflationary pressures subside and remain in the Fed’s target range.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of December, the 2-year Treasury yield was 370 basis points higher, and the 10-Year Treasury yield was about 237 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield narrowed to -55 basis points at December month-end versus -71 basis points at November month-end. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year treasuries narrowed to -50 basis points in December from -74 basis points in November. The shape of the yield curve indicates that the probability of recession is increasing.



Section 2 | Account Profile

Investment Objectives

The investment objectives of the City of Dublin are first, to provide safety of principal; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; third, to attain a market average rate of return on its investments throughout economic cycles; and fourth, to be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

Chandler Asset Management Performance Objective

The performance objective of the City of Dublin is to earn a return that equals or exceeds the return on of the ICE BofA 1-5 Year Treasury and Agency Index.

Strategy

In order to achieve this objective, the portfolio invests in high quality fixed income instruments consistent with the City's investment policy and California Government Code.

City of Dublin

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasury Issues	No limitations; Full faith and credit of the U.S. are pledged for payment of principal and interest.	Complies
Federal Agencies	35% max per agency issuer; 25% max callables for agency securities; Federal Agencies or U.S. Government Sponsored Enterprises (GSE), participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. GSEs.	Complies
Municipal Securities	"A" rated or higher by a NRSRO; 5% max per issuer; Obligations of the State of California, any of the other 49 states, or any local agency within the state of California;	Complies
Supranational Securities	"AA" rating category or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"); 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC") or the Inter-American Development Bank ("IADB")	Complies
Asset-Backed Securities/Mortgage-Backed Securities/ Collateralized Mortgage Obligations	"AA" rated or higher by a NRSRO; 20% maximum (combined); 5% max per issuer	Complies
Corporate Medium Term Notes	"A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated and/or "A-1" short-term rated or higher by a NRSRO; 30% maximum; 5% max per issuer; 20% max amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution; Issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank.	Complies
Time Deposits/ Certificates of Deposit	10% maximum; Collateralized/FDIC Insured; 1 year max maturity	Complies
Commercial Paper	"A-1" rated or higher by a NRSRO; 25% maximum; 5% max per issuer; 10% max of the outstanding commercial paper of an issuing corporation; 20% max amount invested in CP of any one issuer in combination with any other debt from that issuer; 270 days max maturity; Issuer of the commercial paper shall meet all conditions in either A) (1) Organized and operating in the U.S. as a general corp, (2) Has AUM > \$500 million, (3) "A" rated issuer debt (if any) or higher by a NRSRO; or B) (1) Organized in the U.S. as a special purpose corp, trust, LLC, (2) Has program wide credit enhancements including, but not limited to, over collateralization, LOC, or surety bond, (3) "A-1" rated or higher by a NRSRO	Complies
Banker's Acceptances	"A-1" short-term rated or higher by a NRSRO; 40% maximum; 5% max per issuer; 20% max amount invested in BA with any one financial institution in combination with any other debt from that financial institution; 180 days max maturity	Complies
Money Market Mutual Funds and Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered adviser with AUM > \$500 million and experience > 5 years; 20% maximum in Mutual Funds and Money Market Mutual Funds; 20% max in Money Market Mutual Fund; 10% max per one Mutual Fund	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted by LAIF; Not used by investment adviser	Complies
California Asset Management Program (CAMP)	Issued by joint powers authority organized pursuant to California Government Code; Not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Mortgage-derived, Interest-only strips; Any investment in a security not specifically listed as an Authorized and Suitable Investment in the policy.	Complies
Max Per Issuer	5% max per issuer, except US Government, its Agencies and instrumentalities (including agency backed-mortgage pools), Supranational securities, or Money Market Mutual Funds	Complies
Maximum Maturity	5 years, unless otherwise stated in the policy	Complies

Portfolio Characteristics

As of December 31, 2022

City of Dublin

	12/31/22		09/30/22
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.61	2.54	2.73
Average Modified Duration	2.48	2.17	2.39
Average Purchase Yield	n/a	2.11%	1.68%
Average Market Yield	4.35%	4.57%	4.47%
Average Quality**	AAA	AA+/Aa1	AA/Aa1
Total Market Value		276,714,308	234,031,649

*ICE BofA 1-5 Yr US Treasury & Agency Index

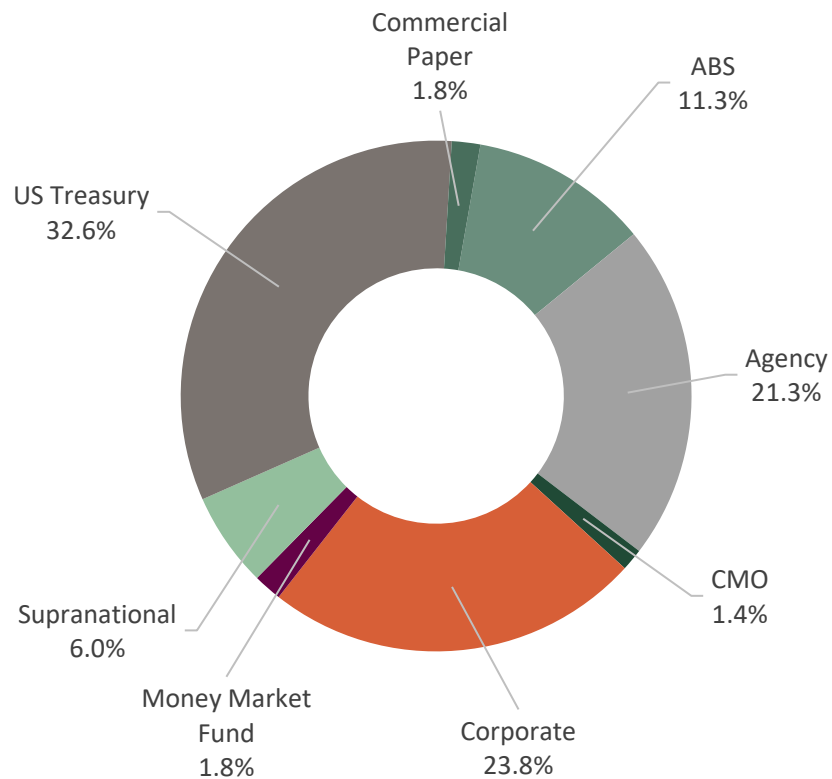
**Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

Sector Distribution

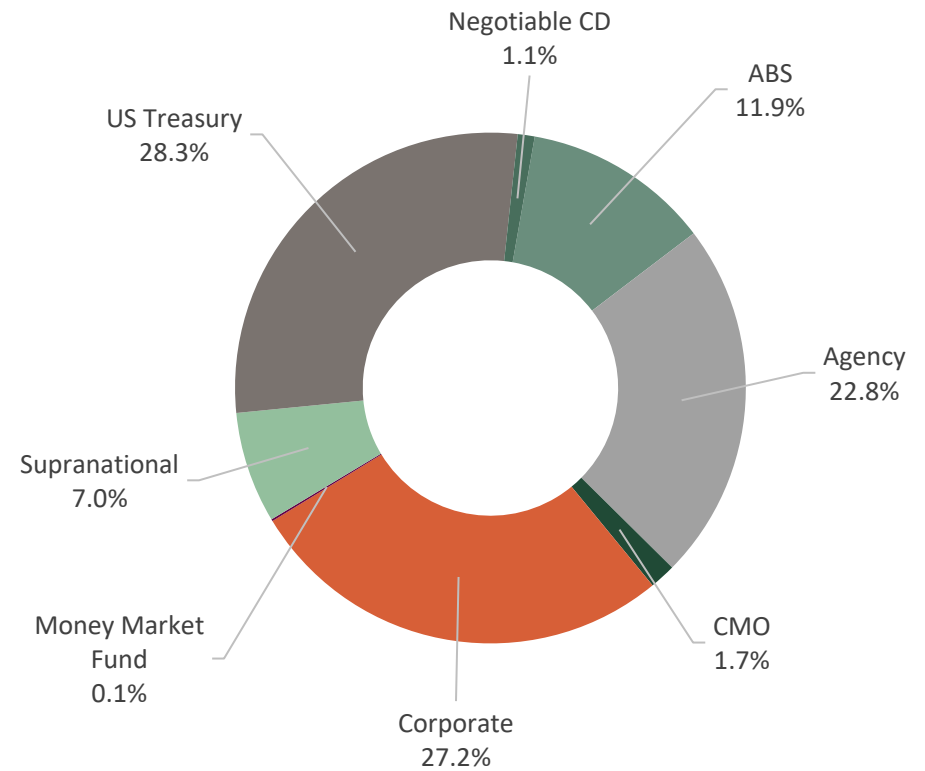
As of December 31, 2022

City of Dublin

December 31, 2022



September 30, 2022



City of Dublin – Account #10198

Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	32.61%
Federal National Mortgage Association	Agency	7.25%
Federal Home Loan Bank	Agency	6.18%
Federal Farm Credit Bank	Agency	4.29%
Federal Home Loan Mortgage Corp	Agency	3.59%
Inter-American Dev Bank	Supranational	3.29%
Intl Bank Recon and Development	Supranational	2.70%
John Deere ABS	ABS	1.85%
MUFG Bank Ltd/NY	Commercial Paper	1.80%
First American Govt Oblig Fund	Money Market Fund	1.78%
Hyundai Auto Receivables	ABS	1.51%
JP Morgan Chase & Co	Corporate	1.41%
Federal Home Loan Mortgage Corp	CMO	1.39%
Toyota Motor Corp	Corporate	1.34%
Bank of America Corp	Corporate	1.30%
Amazon.com Inc	Corporate	1.24%
Honda Motor Corporation	Corporate	1.22%
Royal Bank of Canada	Corporate	1.21%
Toronto Dominion Holdings	Corporate	1.15%
Toyota Lease Owner Trust	ABS	1.10%
Qualcomm Inc	Corporate	1.06%
Apple Inc	Corporate	1.06%
Morgan Stanley	Corporate	1.02%
Mercedes-Benz	ABS	1.02%
Metlife Inc	Corporate	1.01%
GM Financial Automobile Leasing Trust	ABS	0.95%
Honda ABS	ABS	0.91%
Northwestern Mutual Gbl	Corporate	0.90%
US Bancorp	Corporate	0.90%
Caterpillar Inc	Corporate	0.89%
Chubb Corporation	Corporate	0.88%
Honeywell Corp	Corporate	0.84%
Hyundai Auto Lease Securitization	ABS	0.82%
Bank of Montreal Chicago	Corporate	0.79%
American Express ABS	ABS	0.78%
Berkshire Hathaway	Corporate	0.77%
Wal-Mart Stores	Corporate	0.73%
Deere & Company	Corporate	0.70%

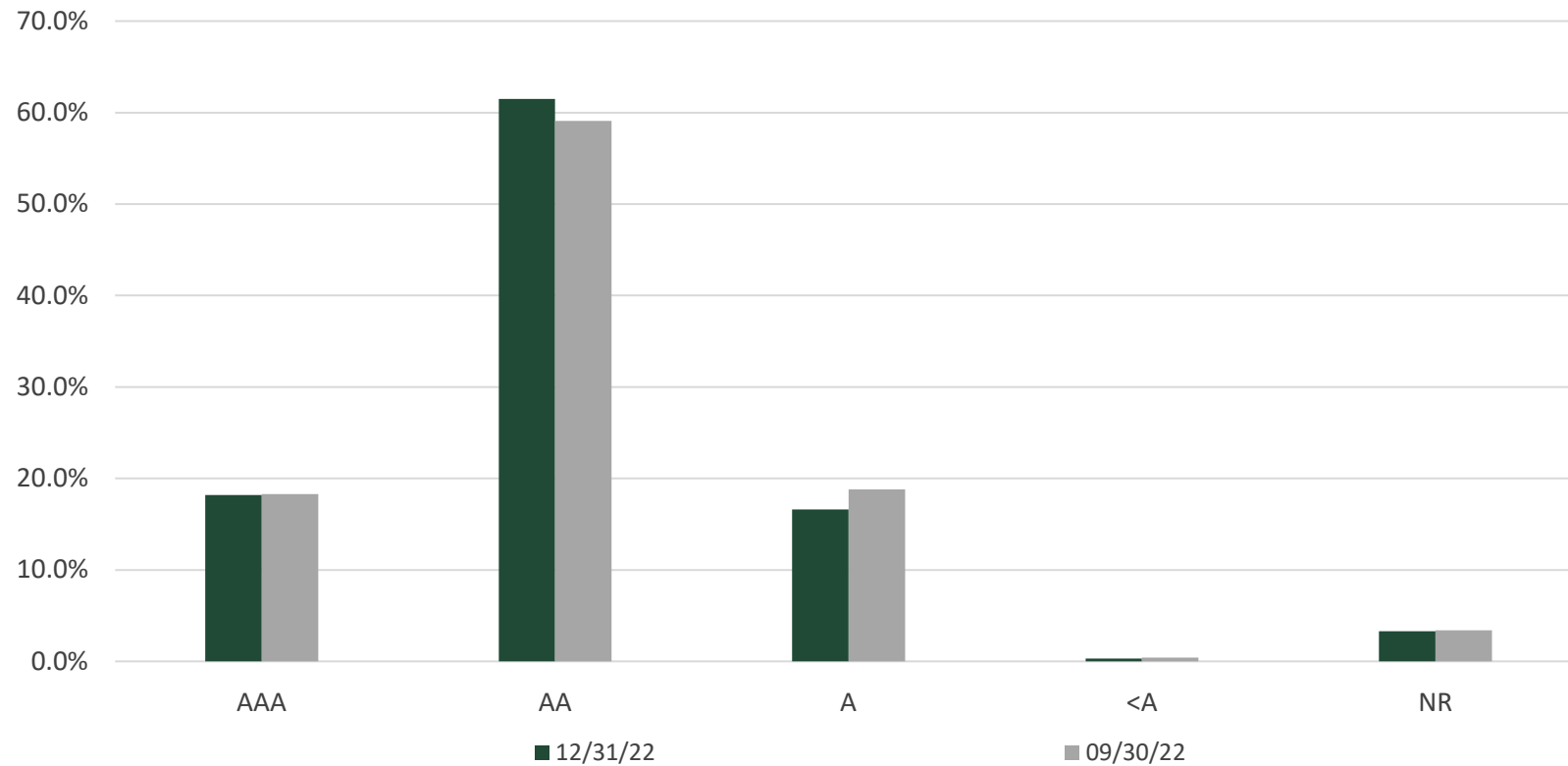
City of Dublin – Account #10198

Issue Name	Investment Type	% Portfolio
United Health Group Inc	Corporate	0.65%
GM Financial Securitized Term Auto Trust	ABS	0.64%
Charles Schwab Corp/The	Corporate	0.64%
BMW Vehicle Lease Trust	ABS	0.51%
Target Corp	Corporate	0.44%
Bank of New York	Corporate	0.44%
PNC Financial Services Group	Corporate	0.44%
Mercedes-Benz Auto Lease Trust	ABS	0.40%
Dominion Resources Inc	Corporate	0.35%
Verizon Master Trust	ABS	0.33%
BMW ABS	ABS	0.30%
Guardian Life Global Funding	Corporate	0.26%
Salesforce.com Inc	Corporate	0.16%
Toyota ABS	ABS	0.13%
Nissan ABS	ABS	0.07%
TOTAL		100.00%

Quality Distribution

As of December 31, 2022

City of Dublin
December 31, 2022 vs. September 30, 2022



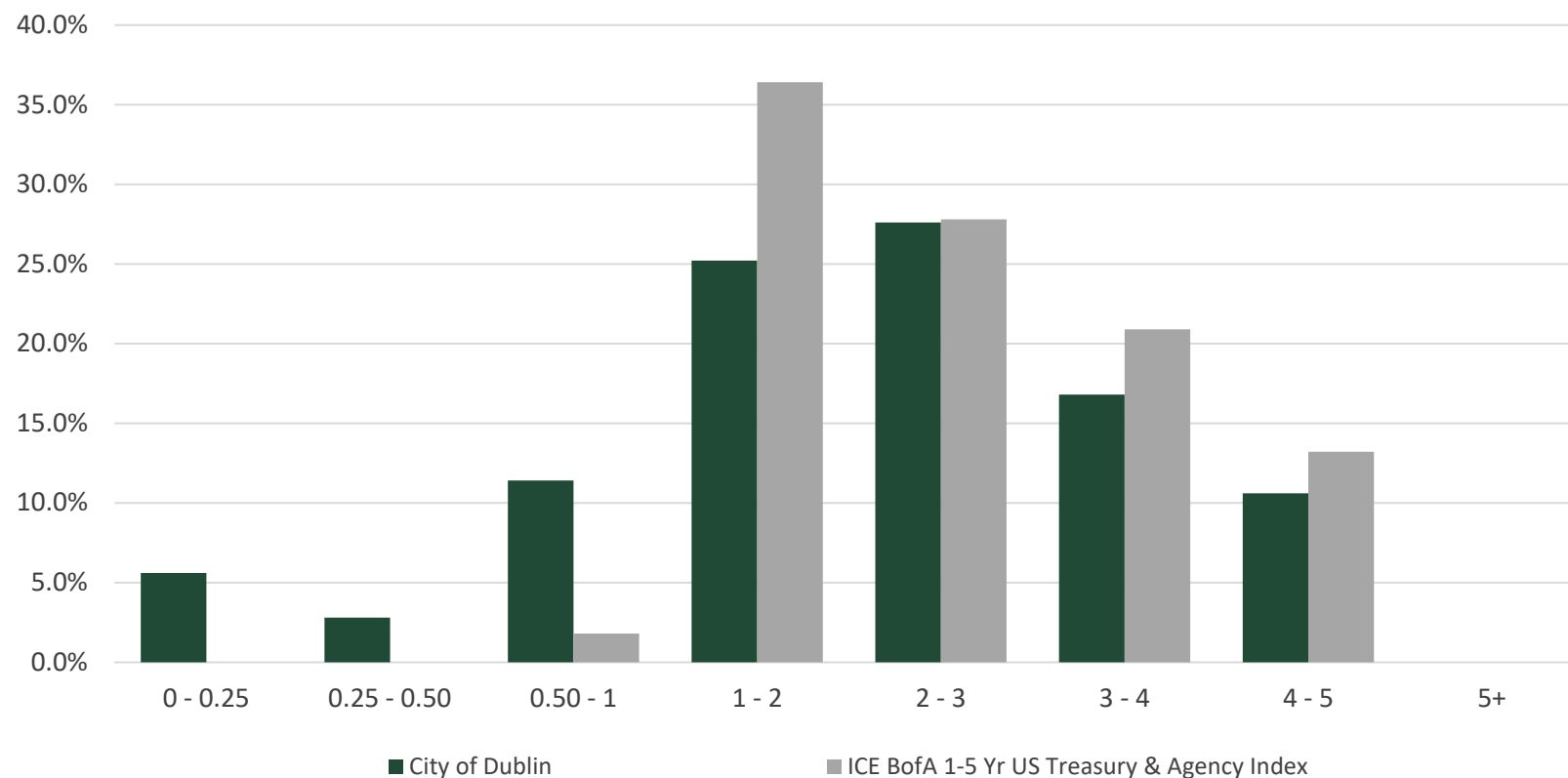
	AAA	AA	A	<A	NR
12/31/22	18.2%	61.5%	16.6%	0.3%	3.3%
09/30/22	18.3%	59.1%	18.8%	0.4%	3.4%

Source: S&P Ratings

Duration Distribution

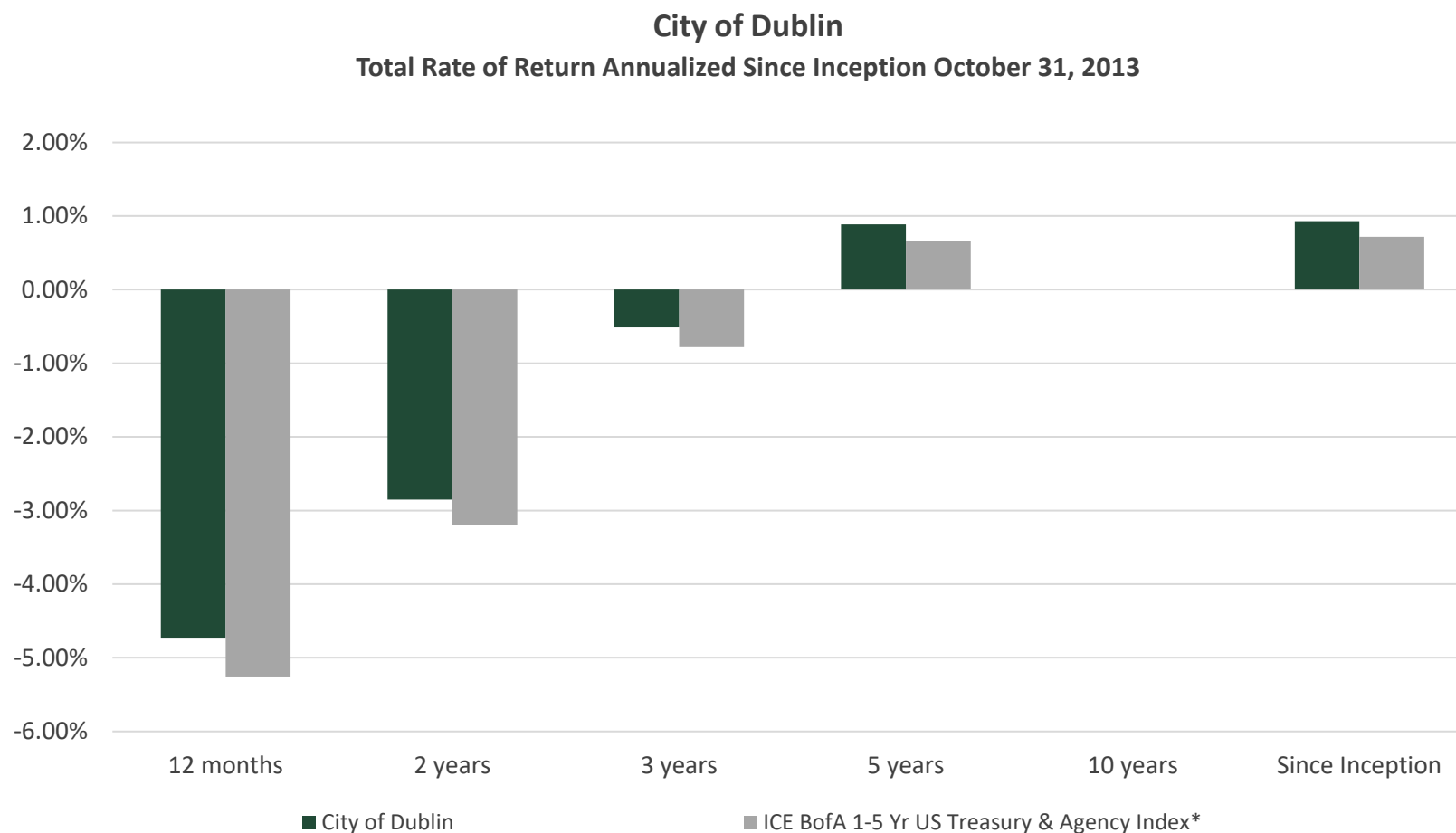
As of December 31, 2022

City of Dublin
Portfolio Compared to the Benchmark



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	5.6%	2.8%	11.4%	25.2%	27.6%	16.8%	10.6%	0.0%
Benchmark*	0.0%	0.0%	1.8%	36.4%	27.8%	20.9%	13.2%	0.0%

*ICE BofA 1-5 Yr US Treasury & Agency Index



TOTAL RATE OF RETURN	Annualized						Since Inception
	3 months	12 months	2 years	3 years	5 years	10 years	
City of Dublin	1.03%	-4.73%	-2.85%	-0.51%	0.89%	N/A	0.93%
ICE BofA 1-5 Yr US Treasury & Agency Index*	0.94%	-5.25%	-3.19%	-0.78%	0.66%	N/A	0.72%

*ICE BofA 1-3 Yr US Treasury & Agency Index to 12/31/14

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of December 31, 2022

City of Dublin Reporting Account

	12/31/22 Portfolio	09/30/22 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	3.79%	2.21%
Average Market Yield	3.78%	2.21%
Average Quality*	AAA/NR	AAA/NR
Total Market Value	82,095,744	129,407,964

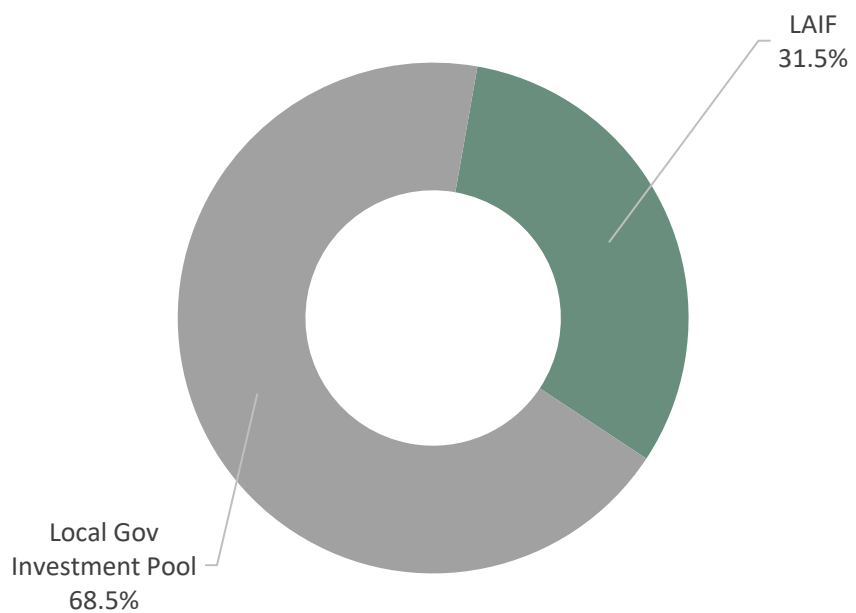
*Portfolio is S&P and Moody's, respectively.

Sector Distribution

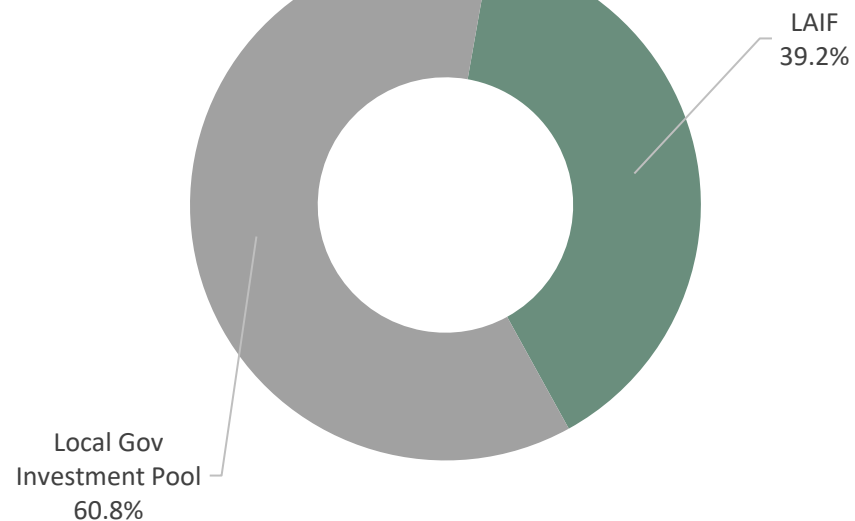
As of December 31, 2022

City of Dublin Reporting Account

December 31, 2022



September 30, 2022



City of Dublin Reporting Account – Account #10219

Issue Name	Investment Type	% Portfolio
CAMP	Local Gov Investment Pool	68.45%
Local Agency Investment Fund	LAIF	31.55%
TOTAL		100.00%



Section 3 | Consolidated Information

Portfolio Characteristics

As of December 31, 2022

City of Dublin Consolidated

	12/31/22 Portfolio	09/30/22 Portfolio
Average Maturity (yrs)	1.96	1.76
Modified Duration	1.67	1.54
Average Purchase Yield	2.48%	1.86%
Average Market Yield	4.39%	3.66%
Average Quality*	AA+/Aa1	AA+/Aa1
Total Market Value	358,810,052	363,439,614

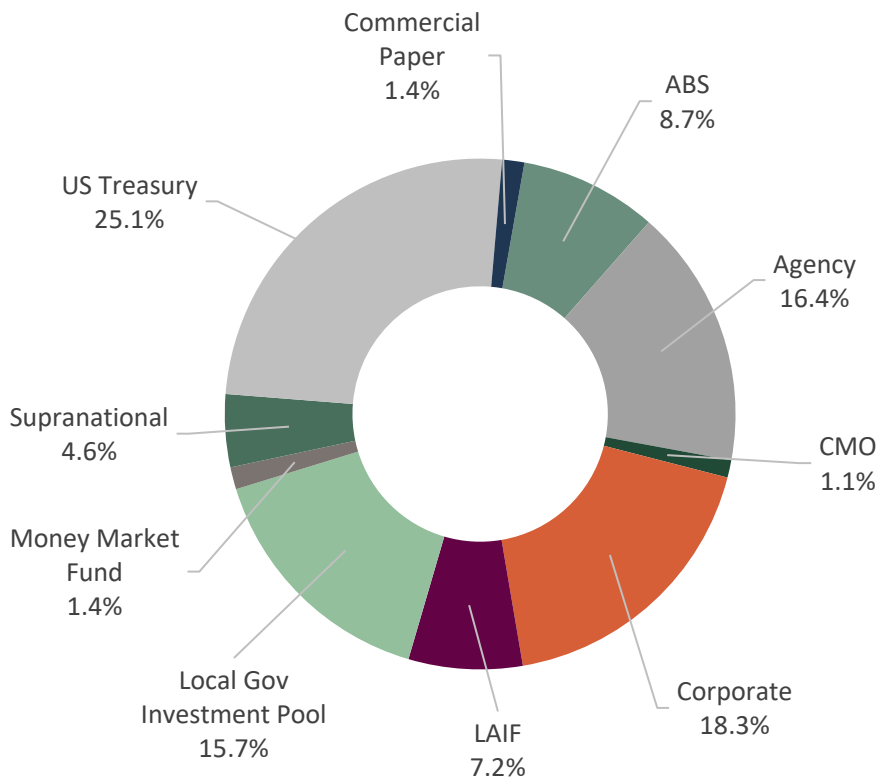
** Portfolio is S&P and Moody's respectively.*

Sector Distribution

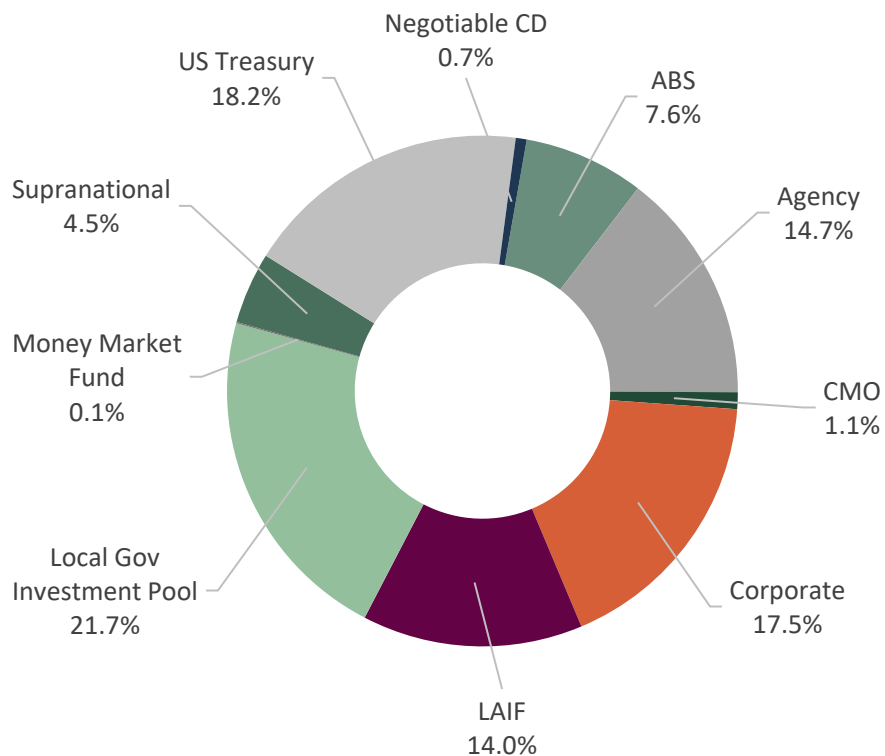
As of December 31, 2022

City of Dublin Consolidated

December 31, 2022



September 30, 2022





Section 4 | Portfolio Holdings

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.330% Due 06/17/2024	1,420,000.00	06/08/2021 0.34%	1,419,787.00 1,419,933.32	98.47 5.00%	1,398,335.49 208.27	0.51% (21,597.83)	Aaa / AAA NR	1.46 0.32
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.930% Due 07/15/2024	186,674.31	10/16/2019 1.94%	186,664.46 186,671.11	99.64 5.03%	186,006.28 160.13	0.07% (664.83)	Aaa / AAA NR	1.54 0.11
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.440% Due 10/15/2024	378,340.61	07/21/2020 0.44%	378,311.48 378,328.27	98.40 5.33%	372,284.64 73.99	0.13% (6,043.63)	Aaa / AAA NR	1.79 0.32
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.370% Due 10/18/2024	561,768.96	09/22/2020 0.38%	561,686.43 561,745.82	97.82 5.31%	549,494.65 75.06	0.20% (12,251.17)	NR / AAA AAA	1.80 0.44
89239CAC3	Toyota Lease Owner Trust 2021-B A3 0.420% Due 10/21/2024	1,090,000.00	07/27/2021 0.39%	1,089,985.28 1,089,993.73	97.21 5.12%	1,059,620.39 139.88	0.38% (30,373.34)	Aaa / NR AAA	1.81 0.59
47787NAC3	John Deere Owner Trust 2020-B A3 0.510% Due 11/15/2024	195,517.39	07/14/2020 0.52%	195,487.59 195,508.51	98.46 5.34%	192,513.79 44.32	0.07% (2,994.72)	Aaa / NR AAA	1.88 0.32
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	1,135,000.00	06/22/2021 0.40%	1,134,914.31 1,134,965.08	97.12 5.30%	1,102,286.24 201.78	0.40% (32,678.84)	NR / AAA AAA	1.88 0.59
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.330% Due 12/26/2024	691,977.20	09/08/2021 0.34%	691,905.79 691,946.44	97.72 5.25%	676,167.18 38.06	0.24% (15,779.26)	Aaa / NR AAA	1.99 0.46
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.160% Due 01/15/2025	910,000.00	01/11/2022 1.16%	909,979.89 909,988.43	96.51 5.20%	878,208.70 469.16	0.32% (31,779.73)	Aaa / AAA NR	2.04 0.87
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.960% Due 02/20/2025	2,045,000.00	02/23/2022 1.98%	2,044,678.12 2,044,795.34	96.45 5.25%	1,972,375.92 1,224.73	0.71% (72,419.42)	NR / AAA AAA	2.14 1.09
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.900% Due 03/20/2025	1,680,000.00	02/15/2022 1.91%	1,679,985.55 1,679,991.28	96.62 5.32%	1,623,288.24 975.33	0.59% (56,703.04)	Aaa / NR AAA	2.22 1.00
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.100% Due 03/25/2025	755,000.00	01/11/2022 1.05%	754,887.13 754,936.33	96.74 5.29%	730,416.97 138.42	0.26% (24,519.36)	NR / AAA AAA	2.23 0.78
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.420% Due 06/20/2025	1,020,000.00	05/03/2022 3.45%	1,019,893.61 1,019,924.82	97.83 5.23%	997,867.43 1,065.90	0.36% (22,057.39)	NR / AAA AAA	2.47 1.22
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	697,761.78	03/02/2021 0.37%	697,627.67 697,695.18	96.55 5.21%	673,716.91 111.64	0.24% (23,978.27)	Aaa / NR AAA	2.71 0.71
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.380% Due 09/15/2025	677,439.13	04/20/2021 0.20%	677,367.86 677,407.11	96.71 5.51%	655,147.32 114.41	0.24% (22,259.79)	NR / AAA AAA	2.71 0.64
44934KAC8	Hyundai Auto Receivables Trust 2021-B A3 0.380% Due 01/15/2026	2,065,000.00	07/20/2021 0.39%	2,064,544.25 2,064,752.02	95.49 5.78%	1,971,817.91 348.76	0.71% (92,934.11)	NR / AAA AAA	3.04 0.84
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	765,000.00	11/16/2021 0.89%	764,838.74 764,893.58	94.91 5.11%	726,029.06 187.00	0.26% (38,864.52)	Aaa / NR AAA	3.06 1.22

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	965,000.00	07/13/2021 0.52%	964,913.92 964,948.08	94.91 5.29%	915,859.98 223.02	0.33% (49,088.10)	Aaa / NR AAA	3.21 1.08
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	545,000.00	11/09/2021 0.75%	544,878.36 544,921.54	94.47 5.54%	514,837.57 179.24	0.19% (30,083.97)	NR / AAA AAA	3.37 1.17
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.880% Due 05/15/2026	1,315,000.00	02/15/2022 1.89%	1,314,802.22 1,314,854.65	95.03 5.03%	1,249,643.72 1,098.76	0.45% (65,210.93)	Aaa / AAA NR	3.37 1.60
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.210% Due 08/25/2026	850,000.00	05/10/2022 3.23%	849,955.80 849,964.69	97.40 4.96%	827,933.24 454.75	0.30% (22,031.45)	Aaa / AAA NR	3.65 1.51
362554AC1	GM Financial Securitized Term 2021-4 A3 0.680% Due 09/16/2026	585,000.00	10/13/2021 0.66%	584,985.08 584,990.33	94.48 5.54%	552,715.26 165.75	0.20% (32,275.07)	Aaa / AAA NR	3.71 1.15
47787JAC2	John Deere Owner Trust 2022-A A3 2.320% Due 09/16/2026	1,005,000.00	03/10/2022 2.34%	1,004,777.69 1,004,828.27	95.91 5.12%	963,931.38 1,036.27	0.35% (40,896.89)	Aaa / NR AAA	3.71 1.48
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.220% Due 10/15/2026	1,080,000.00	03/09/2022 2.23%	1,079,958.42 1,079,968.61	95.56 5.13%	1,032,097.68 1,065.60	0.37% (47,870.93)	NR / AAA AAA	3.79 1.55
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.260% Due 11/16/2026	500,000.00	01/11/2022 1.23%	499,956.55 499,968.98	94.55 5.35%	472,741.40 262.50	0.17% (27,227.58)	NR / AAA AAA	3.88 1.35
362585AC5	GM Financial Securitized ART 2022-2 A3 3.100% Due 02/16/2027	780,000.00	04/05/2022 3.13%	779,836.98 779,871.22	96.88 5.05%	755,669.76 1,007.50	0.27% (24,201.46)	Aaa / AAA NR	4.13 1.63
47800AAC4	John Deere Owner Trust 2022-B A3 3.740% Due 02/16/2027	1,045,000.00	07/12/2022 3.77%	1,044,900.20 1,044,912.81	97.70 4.93%	1,020,973.15 1,737.02	0.37% (23,939.66)	Aaa / NR AAA	4.13 1.99
02582JIT8	American Express Credit Trust 2022-2 A 3.390% Due 05/17/2027	2,205,000.00	05/17/2022 3.42%	2,204,512.25 2,204,611.86	97.14 4.72%	2,141,893.56 3,322.20	0.78% (62,718.30)	NR / AAA AAA	4.38 2.22
47800BAC2	John Deere Owner Trust 2022-C A3 5.090% Due 06/15/2027	1,350,000.00	10/12/2022 5.15%	1,349,895.24 1,349,901.05	100.38 4.97%	1,355,086.68 3,054.00	0.49% 5,185.63	Aaa / NR AAA	4.46 2.15
92348KAV5	Verizon Master Trust 2022-5 A1A 3.720% Due 07/20/2027	915,000.00	08/02/2022 3.75%	914,959.74 914,965.42	98.48 5.00%	901,122.98 1,040.05	0.33% (13,842.44)	NR / AAA AAA	4.55 1.54
58768PAC8	Mercedes-Benz Auto Receivables 2022-1 A3 5.210% Due 08/16/2027	2,790,000.00	11/15/2022 5.28%	2,789,448.14 2,789,465.52	100.93 4.28%	2,815,812.49 6,460.40	1.02% 26,346.97	Aaa / AAA NR	4.63 0.94
TOTAL ABS		32,204,479.38	2.11%	32,200,325.75 32,201,649.40	5.10%	31,285,895.97 26,683.90	11.32% (915,753.43)	Aaa / AAA AAA	3.15 1.16
Agency									
313383QR5	FHLB Note 3.250% Due 06/09/2023	1,500,000.00	08/28/2018 2.87%	1,525,005.00 1,502,278.39	99.46 4.49%	1,491,944.63 2,979.17	0.54% (10,333.76)	Aaa / AA+ NR	0.44 0.43
3137EAEN5	FHLMC Note 2.750% Due 06/19/2023	2,000,000.00	07/16/2018 2.88%	1,988,360.00 1,998,905.92	99.16 4.59%	1,983,123.36 1,833.33	0.72% (15,782.56)	Aaa / AA+ AAA	0.47 0.46

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G05G4	FNMA Note 0.250% Due 07/10/2023	2,350,000.00	07/08/2020 0.32%	2,344,947.50 2,349,123.31	97.65 4.83%	2,294,891.51 2,790.63	0.83% (54,231.80)	Aaa / AA+ AAA	0.52 0.51
3133EKZK5	FFCB Note 1.600% Due 08/14/2023	4,000,000.00	08/26/2019 1.54%	4,009,000.00 4,001,398.48	98.08 4.77%	3,923,361.72 24,355.56	1.43% (78,036.76)	Aaa / AA+ AAA	0.62 0.60
313383YJ4	FHLB Note 3.375% Due 09/08/2023	5,000,000.00	Various 2.90%	5,102,615.00 5,014,950.56	98.99 4.88%	4,949,513.45 52,968.76	1.81% (65,437.11)	Aaa / AA+ NR	0.69 0.66
3130A0F70	FHLB Note 3.375% Due 12/08/2023	5,000,000.00	Various 2.73%	5,147,870.00 5,028,071.63	98.57 4.96%	4,928,375.10 10,781.25	1.78% (99,696.53)	Aaa / AA+ AAA	0.94 0.91
3135G0V34	FNMA Note 2.500% Due 02/05/2024	2,000,000.00	02/27/2019 2.58%	1,992,340.00 1,998,300.61	97.63 4.75%	1,952,602.28 20,277.78	0.71% (45,698.33)	Aaa / AA+ AAA	1.10 1.05
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	3,795,000.00	Various 1.96%	3,958,639.85 3,842,574.99	97.72 4.51%	3,708,464.13 5,152.24	1.34% (134,110.86)	Aaa / AA+ NR	1.45 1.40
3133EKWV4	FFCB Note 1.850% Due 07/26/2024	2,500,000.00	08/13/2019 1.65%	2,524,140.00 2,507,637.21	95.69 4.73%	2,392,137.40 19,913.19	0.87% (115,499.81)	Aaa / AA+ AAA	1.57 1.51
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	2,000,000.00	10/10/2019 1.58%	2,122,020.00 2,042,120.30	97.12 4.65%	1,942,425.74 17,250.00	0.71% (99,694.56)	Aaa / AA+ AAA	1.70 1.62
3135G0W66	FNMA Note 1.625% Due 10/15/2024	2,000,000.00	11/08/2019 1.80%	1,983,400.00 1,993,974.54	95.05 4.54%	1,900,937.54 6,861.11	0.69% (93,037.00)	Aaa / AA+ AAA	1.79 1.72
3133ENZ94	FFCB Note 4.500% Due 11/18/2024	5,480,000.00	11/15/2022 4.56%	5,474,191.20 5,474,540.84	99.93 4.53%	5,476,402.49 29,455.00	1.99% 1,861.65	Aaa / AA+ AAA	1.88 1.78
3135G0X24	FNMA Note 1.625% Due 01/07/2025	4,200,000.00	Various 1.18%	4,287,898.80 4,236,682.87	94.54 4.48%	3,970,847.28 32,987.50	1.45% (265,835.59)	Aaa / AA+ AAA	2.02 1.93
3137EAEPO	FHLMC Note 1.500% Due 02/12/2025	4,200,000.00	Various 1.23%	4,254,786.30 4,223,470.86	94.29 4.35%	3,960,340.56 24,325.00	1.44% (263,130.30)	Aaa / AA+ AAA	2.12 2.03
3135G03U5	FNMA Note 0.625% Due 04/22/2025	1,825,000.00	04/22/2020 0.67%	1,821,240.50 1,823,264.53	91.94 4.33%	1,677,995.10 2,186.20	0.61% (145,269.43)	Aaa / AA+ AAA	2.31 2.24
3135G04Z3	FNMA Note 0.500% Due 06/17/2025	3,435,000.00	06/17/2020 0.54%	3,427,889.55 3,431,499.35	91.07 4.37%	3,128,087.39 667.92	1.13% (303,411.96)	Aaa / AA+ AAA	2.46 2.40
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	1,745,000.00	07/21/2020 0.48%	1,736,309.90 1,740,559.66	90.57 4.31%	1,580,482.95 2,908.33	0.57% (160,076.71)	Aaa / AA+ AAA	2.56 2.49
3135G05X7	FNMA Note 0.375% Due 08/25/2025	2,755,000.00	08/25/2020 0.47%	2,742,106.60 2,748,164.52	90.27 4.30%	2,486,889.35 3,615.94	0.90% (261,275.17)	Aaa / AA+ AAA	2.65 2.58
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	2,655,000.00	09/23/2020 0.44%	2,647,008.45 2,650,636.19	90.07 4.27%	2,391,357.78 2,710.31	0.87% (259,278.41)	Aaa / AA+ AAA	2.73 2.66

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G06G3	FNMA Note 0.500% Due 11/07/2025	2,860,000.00	11/09/2020 0.57%	2,849,761.20 2,854,146.85	90.01 4.26%	2,574,306.08 2,145.00	0.93% (279,840.77)	Aaa / AA+ AAA	2.85 2.77
TOTAL Agency		61,300,000.00	1.82%	61,939,529.85 61,462,301.61	4.58%	58,714,485.84 266,164.22	21.31% (2,747,815.77)	Aaa / AA+ AAA	1.60 1.54
CMO									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	2,000,000.00	07/01/2021 0.72%	2,151,406.25 2,081,851.60	96.89 4.99%	1,937,824.60 5,285.00	0.70% (144,027.00)	Aaa / AAA AAA	1.82 1.63
3137BSRE5	FHLMC K059 A2 3.120% Due 09/25/2026	2,000,000.00	02/18/2022 1.98%	2,085,625.00 2,069,485.98	95.29 4.51%	1,905,790.60 5,200.00	0.69% (163,695.38)	NR / AAA AAA	3.74 3.36
TOTAL CMO		4,000,000.00	1.35%	4,237,031.25 4,151,337.58	4.75%	3,843,615.20 10,485.00	1.39% (307,722.38)	Aaa / AAA AAA	2.77 2.48
Commercial Paper									
62479MWN9	MUFG Bank Ltd/NY Discount CP 4.420% Due 01/30/2023	5,000,000.00	11/28/2022 4.52%	4,961,325.00 4,982,197.22	99.64 4.52%	4,982,197.22 0.00	1.80% 0.00	P-1 / A-1 NR	0.08 0.08
TOTAL Commercial Paper		5,000,000.00	4.52%	4,961,325.00 4,982,197.22	4.52%	4,982,197.22 0.00	1.80% 0.00	P-1 / A-1 NR	0.08 0.08
Corporate									
69353RFL7	PNC Bank Callable Note Cont 5/9/2023 3.500% Due 06/08/2023	1,210,000.00	Various 3.53%	1,208,333.27 1,209,855.52	99.39 4.92%	1,202,630.74 2,705.70	0.44% (7,224.78)	A2 / A A+	0.44 0.43
06406RAJ6	Bank of NY Mellon Corp Note 3.450% Due 08/11/2023	1,200,000.00	08/24/2018 3.42%	1,201,836.00 1,200,225.31	99.11 4.95%	1,189,284.88 16,100.00	0.44% (10,940.43)	A1 / A AA-	0.61 0.59
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.550% Due 03/05/2024	2,400,000.00	Various 3.15%	2,434,650.00 2,401,527.81	99.64 5.47%	2,391,449.11 27,453.33	0.87% (10,078.70)	A2 / A- AA-	1.18 0.18
89114QCB2	Toronto Dominion Bank Note 3.250% Due 03/11/2024	2,300,000.00	03/26/2019 2.95%	2,331,234.00 2,307,506.51	97.87 5.11%	2,251,015.45 22,840.28	0.82% (56,491.06)	A1 / A AA-	1.19 1.14
037833CU2	Apple Inc Callable Note Cont 3/11/2024 2.850% Due 05/11/2024	3,000,000.00	Various 2.56%	3,038,334.00 3,009,853.26	97.39 4.85%	2,921,805.42 11,875.00	1.06% (88,047.84)	Aaa / AA+ NR	1.36 1.31
023135BW5	Amazon.com Inc Note 0.450% Due 05/12/2024	1,865,000.00	05/10/2021 0.50%	1,862,277.10 1,863,765.25	94.22 4.88%	1,757,292.43 1,142.31	0.64% (106,472.82)	A1 / AA AA-	1.36 1.33
24422ETT6	John Deere Capital Corp Note 2.650% Due 06/24/2024	2,000,000.00	Various 1.32%	2,093,680.00 2,038,236.00	96.95 4.81%	1,939,077.16 1,030.56	0.70% (99,158.84)	A2 / A A	1.48 1.43

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
02665WCZ2	American Honda Finance Note 2.400% Due 06/27/2024	1,500,000.00	07/10/2019 2.49%	1,493,742.00 1,498,124.67	96.38 4.95%	1,445,718.46 400.00	0.52% (52,406.21)	A3 / A- A	1.49 1.44
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	465,000.00	06/29/2021 0.64%	464,762.85 464,878.94	93.84 4.83%	436,360.17 1,340.10	0.16% (28,518.77)	A2 / A+ NR	1.54 1.49
78013XZU5	Royal Bank of Canada Note 2.550% Due 07/16/2024	2,500,000.00	09/10/2019 2.28%	2,531,325.00 2,509,951.75	96.41 4.99%	2,410,368.63 29,218.75	0.88% (99,583.12)	A1 / A AA-	1.54 1.47
46647PAU0	JP Morgan Chase & Co Callable Note 1X 7/23/2023 3.797% Due 07/23/2024	2,500,000.00	09/12/2019 2.35%	2,632,175.00 2,519,083.59	99.00 5.60%	2,475,042.28 41,661.53	0.91% (44,041.31)	A1 / A- AA-	1.56 0.54
02665WEA5	American Honda Finance Note 1.500% Due 01/13/2025	1,075,000.00	01/11/2022 1.53%	1,074,150.75 1,074,424.28	93.57 4.86%	1,005,896.40 7,525.00	0.37% (68,527.88)	A3 / A- A	2.04 1.95
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.050% Due 01/21/2025	2,610,000.00	01/16/2020 2.10%	2,604,440.70 2,607,714.81	94.76 4.75%	2,473,260.17 23,780.00	0.90% (134,454.64)	A1 / AA- AA-	2.06 1.96
00440EAS6	Chubb INA Holdings Inc Note 3.150% Due 03/15/2025	2,500,000.00	Various 0.76%	2,753,600.00 2,629,190.16	96.63 4.78%	2,415,736.83 23,187.50	0.88% (213,453.33)	A3 / A A	2.21 2.08
14913R2V8	Caterpillar Financial Service Note 3.400% Due 05/13/2025	1,165,000.00	05/10/2022 3.44%	1,163,520.45 1,163,834.99	97.29 4.62%	1,133,403.28 5,281.33	0.41% (30,431.71)	A2 / A A	2.37 2.23
747525AF0	Qualcomm Inc Callable Note Cont 2/20/2025 3.450% Due 05/20/2025	3,000,000.00	Various 1.78%	3,159,848.58 3,115,127.92	97.42 4.60%	2,922,470.01 11,787.50	1.06% (192,657.91)	A2 / A NR	2.39 2.25
61747YEA9	Morgan Stanley Callable Note Cont 5/30/2024 0.790% Due 05/30/2025	3,040,000.00	05/26/2021 0.77%	3,041,611.70 3,040,758.70	93.18 5.28%	2,832,575.50 2,068.05	1.02% (208,183.20)	A1 / A- A+	2.41 2.32
438516CB0	Honeywell Intl Callable Note Cont 5/1/2025 1.350% Due 06/01/2025	2,500,000.00	06/23/2020 0.85%	2,559,500.00 2,528,590.91	92.53 4.65%	2,313,167.20 2,812.50	0.84% (215,423.71)	A2 / A A	2.42 2.33
78015K7H1	Royal Bank of Canada Note 1.150% Due 06/10/2025	1,000,000.00	02/22/2021 0.86%	1,012,240.00 1,006,959.69	91.61 4.84%	916,069.25 670.83	0.33% (90,890.44)	A1 / A AA-	2.44 2.35
66815L2J7	Northwestern Mutual Gbl Note 4.000% Due 07/01/2025	2,500,000.00	06/27/2022 4.01%	2,499,150.00 2,499,292.70	98.11 4.81%	2,452,769.23 50,000.00	0.90% (46,523.47)	Aaa / AA+ AAA	2.50 2.30
02665WDL2	American Honda Finance Note 1.200% Due 07/08/2025	1,000,000.00	08/10/2021 1.00%	1,007,640.00 1,004,923.67	91.51 4.82%	915,146.03 5,766.67	0.33% (89,777.64)	A3 / A- A	2.52 2.41
89114QCK2	Toronto Dominion Bank Note 0.750% Due 09/11/2025	1,000,000.00	02/16/2021 0.81%	997,230.00 998,363.94	89.34 5.03%	893,401.04 2,291.67	0.32% (104,962.90)	A1 / A AA-	2.70 2.60
06051GHY8	Bank of America Corp Callable Note Cont 2/13/2025 2.015% Due 02/13/2026	1,250,000.00	03/04/2021 1.14%	1,291,725.00 1,272,458.38	92.76 5.63%	1,159,482.75 9,655.21	0.42% (112,975.63)	A2 / A- AA-	3.12 2.92
46647PBH8	JP Morgan Chase & Co Callable Note Mthly 3/13/2025 2.005% Due 03/13/2026	1,000,000.00	04/29/2021 1.20%	1,030,270.00 1,017,180.85	92.62 5.58%	926,220.61 6,015.00	0.34% (90,960.24)	A1 / A- AA-	3.20 3.00

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
808513BR5	Charles Schwab Corp Callable Note Cont 4/13/2026 1.150% Due 05/13/2026	1,370,000.00	05/11/2021 1.20%	1,366,821.60 1,367,862.50	88.96 4.73%	1,218,789.03 2,100.67	0.44% (149,073.47)	A2 / A A	3.37 3.23
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.150% Due 05/15/2026	2,000,000.00	Various 1.90%	1,939,210.15 1,951,312.95	89.43 4.57%	1,788,663.86 2,938.90	0.65% (162,649.09)	A3 / A+ A	3.37 3.23
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	2,485,000.00	06/15/2021 1.13%	2,483,906.60 2,484,243.12	88.46 4.78%	2,198,344.04 1,009.53	0.79% (285,899.08)	A1 / A+ A+	3.47 3.32
58989V2D5	Met Tower Global Funding Note 1.250% Due 09/14/2026	1,285,000.00	09/07/2021 1.27%	1,283,817.80 1,284,124.68	87.00 5.15%	1,117,962.85 4,774.13	0.41% (166,161.83)	Aa3 / AA- AA-	3.71 3.52
06368FAC3	Bank of Montreal Note 1.250% Due 09/15/2026	2,500,000.00	Various 1.29%	2,495,539.50 2,496,694.93	87.49 4.99%	2,187,287.38 9,201.39	0.79% (309,407.55)	A2 / A- AA-	3.71 3.52
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.050% Due 09/17/2026	585,000.00	09/08/2021 1.09%	583,894.35 584,179.54	88.67 4.39%	518,693.50 1,774.50	0.19% (65,486.04)	Aa2 / AA AA	3.72 3.55
59217GER6	Metlife Note 1.875% Due 01/11/2027	1,860,000.00	01/03/2022 1.90%	1,857,879.60 1,858,291.84	88.58 5.04%	1,647,612.89 16,468.75	0.60% (210,678.95)	Aa3 / AA- AA-	4.03 3.76
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.950% Due 01/15/2027	1,340,000.00	01/19/2022 1.99%	1,337,722.00 1,338,150.77	90.91 4.43%	1,218,167.44 12,048.83	0.44% (119,983.33)	A2 / A A	4.04 3.77
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.450% Due 03/03/2027	585,000.00	03/01/2022 2.47%	584,368.20 584,473.38	91.31 4.77%	534,188.89 4,697.88	0.19% (50,284.49)	A2 / A A	4.17 3.86
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.300% Due 03/15/2027	2,295,000.00	03/07/2022 2.30%	2,294,563.95 2,294,633.68	92.41 4.29%	2,120,758.96 15,542.25	0.77% (173,874.72)	Aa2 / AA A+	4.21 3.91
40139LBF9	Guardian Life Glob Fun Note 3.246% Due 03/29/2027	765,000.00	03/24/2022 3.25%	765,000.00 765,000.00	93.71 4.91%	716,853.91 6,345.93	0.26% (48,146.09)	Aa1 / AA+ NR	4.24 3.86
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.300% Due 04/13/2027	1,750,000.00	04/25/2022 3.34%	1,746,972.50 1,747,388.53	95.04 4.59%	1,663,273.36 12,512.50	0.61% (84,115.17)	A1 / AA AA-	4.28 3.90
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 04/22/2027	500,000.00	08/23/2022 4.73%	449,845.00 453,648.64	88.01 5.41%	440,064.22 1,512.25	0.16% (13,584.42)	A1 / A- AA-	4.31 4.04
927804GH1	Virginia Electric Power Corp Callable Note Cont. 4/15/2027 3.750% Due 05/15/2027	1,000,000.00	Various 3.75%	999,773.40 999,796.65	95.48 4.91%	954,777.35 4,791.67	0.35% (45,019.30)	A2 / BBB+ A	4.37 3.95
14913R3A3	Caterpillar Financial Service Note 3.600% Due 08/12/2027	1,375,000.00	Various 3.89%	1,357,243.75 1,358,360.06	95.57 4.68%	1,314,049.66 19,112.50	0.48% (44,310.40)	A2 / A A	4.62 4.13
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.950% Due 09/09/2027	1,500,000.00	Various 3.98%	1,498,302.30 1,498,408.29	98.61 4.28%	1,479,183.32 18,433.34	0.54% (19,224.97)	Aa2 / AA AA	4.69 4.18

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
89236TKJ3	Toyota Motor Credit Corp Note 4.550% Due 09/20/2027	1,500,000.00	11/22/2022 4.88%	1,479,060.00 1,479,500.22	98.68 4.87%	1,480,150.77 19,147.92	0.54% 650.55	A1 / A+ A+	4.72 4.14
TOTAL Corporate		69,275,000.00	2.12%	70,011,197.10 69,527,899.39	4.89%	65,378,464.46 459,021.76	23.79% (4,149,434.93)	A1 / A+ A+	2.62 2.39
Money Market Fund									
31846V203	First American Govt Obligation Fund Class Y	4,923,898.04	Various 3.79%	4,923,898.04 4,923,898.04	1.00 3.79%	4,923,898.04 0.00	1.78% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL Money Market Fund		4,923,898.04	3.79%	4,923,898.04	3.79%	4,923,898.04 0.00	1.78% 0.00	Aaa / AAA AAA	0.00 0.00
Supranational									
4581X0DZ8	Inter-American Dev Bank Note 0.500% Due 09/23/2024	3,680,000.00	09/15/2021 0.52%	3,677,276.80 3,678,432.17	93.20 4.64%	3,429,782.96 5,008.89	1.24% (248,649.21)	Aaa / AAA NR	1.73 1.68
459058JB0	Intl. Bank Recon & Development Note 0.625% Due 04/22/2025	2,260,000.00	04/15/2020 0.70%	2,251,253.80 2,255,966.98	91.81 4.40%	2,074,803.08 2,707.29	0.75% (181,163.90)	Aaa / AAA NR	2.31 2.24
4581X0DN5	Inter-American Dev Bank Note 0.625% Due 07/15/2025	1,685,000.00	01/13/2021 0.53%	1,692,329.75 1,689,133.59	91.11 4.36%	1,535,201.07 4,856.08	0.56% (153,932.52)	Aaa / AAA NR	2.54 2.46
459058JL8	Intl. Bank Recon & Development Note 0.500% Due 10/28/2025	6,000,000.00	Various 0.55%	5,986,632.00 5,992,043.66	89.92 4.33%	5,395,348.74 5,250.00	1.95% (596,694.92)	Aaa / AAA AAA	2.83 2.75
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	4,615,000.00	04/13/2021 0.97%	4,593,863.30 4,601,051.63	89.58 4.29%	4,133,932.40 7,964.08	1.50% (467,119.23)	Aaa / AAA AAA	3.30 3.19
TOTAL Supranational		18,240,000.00	0.67%	18,201,355.65 18,216,628.03	4.40%	16,569,068.25 25,786.34	6.00% (1,647,559.78)	Aaa / AAA AAA	2.63 2.55
US Treasury									
912796Z85	US Treasury Bill 4.381% Due 03/28/2023	3,000,000.00	11/29/2022 4.51%	2,956,924.10 2,968,605.70	98.95 4.51%	2,968,605.70 0.00	1.07% 0.00	P-1 / A-1+ F-1+	0.24 0.23
912828V80	US Treasury Note 2.250% Due 01/31/2024	3,500,000.00	Various 2.32%	3,488,583.99 3,497,435.71	97.38 4.75%	3,408,398.00 32,955.16	1.24% (89,037.71)	Aaa / AA+ AAA	1.08 1.04
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	1,750,000.00	06/10/2019 1.91%	1,798,261.72 1,763,406.03	97.10 4.71%	1,699,209.75 5,680.25	0.62% (64,196.28)	Aaa / AA+ AAA	1.37 1.32
9128282N9	US Treasury Note 2.125% Due 07/31/2024	2,000,000.00	08/30/2019 1.44%	2,064,531.25 2,020,720.38	96.22 4.63%	1,924,376.00 17,785.33	0.70% (96,344.38)	Aaa / AA+ AAA	1.58 1.52

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828YH7	US Treasury Note 1.500% Due 09/30/2024	3,500,000.00	Various 1.65%	3,474,941.41 3,490,970.79	95.01 4.50%	3,325,273.00 13,413.47	1.21% (165,697.79)	Aaa / AA+ AAA	1.75 1.69
9128283J7	US Treasury Note 2.125% Due 11/30/2024	3,000,000.00	Various 1.76%	3,051,650.40 3,019,933.08	95.78 4.45%	2,873,319.00 5,604.40	1.04% (146,614.08)	Aaa / AA+ AAA	1.92 1.84
91282CDZ1	US Treasury Note 1.500% Due 02/15/2025	2,000,000.00	05/06/2022 2.92%	1,925,156.25 1,942,666.58	94.19 4.39%	1,883,828.00 11,331.52	0.68% (58,838.58)	Aaa / AA+ AAA	2.13 2.04
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	3,500,000.00	03/24/2020 0.52%	3,603,222.66 3,545,220.81	93.42 4.35%	3,269,630.00 13,378.80	1.19% (275,590.81)	Aaa / AA+ AAA	2.16 2.09
91282CED9	US Treasury Note 1.750% Due 03/15/2025	2,000,000.00	03/15/2022 2.00%	1,985,312.50 1,989,215.75	94.56 4.36%	1,891,250.00 10,441.99	0.69% (97,965.75)	Aaa / AA+ AAA	2.21 2.11
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	4,000,000.00	Various 0.38%	3,998,593.75 3,999,328.47	91.34 4.32%	3,653,436.00 2,569.06	1.32% (345,892.47)	Aaa / AA+ AAA	2.33 2.27
91282CFE6	US Treasury Note 3.125% Due 08/15/2025	3,000,000.00	Various 4.34%	2,905,703.13 2,910,768.80	97.16 4.28%	2,914,923.00 35,411.01	1.07% 4,154.20	Aaa / AA+ AAA	2.62 2.46
91282CAM3	US Treasury Note 0.250% Due 09/30/2025	2,500,000.00	10/16/2020 0.32%	2,491,406.25 2,495,229.92	89.88 4.19%	2,246,972.50 1,596.84	0.81% (248,257.42)	Aaa / AA+ AAA	2.75 2.68
91282CFP1	US Treasury Note 4.250% Due 10/15/2025	10,000,000.00	Various 4.24%	10,002,724.61 10,003,068.30	100.01 4.24%	10,000,780.00 91,071.44	3.65% (2,288.30)	Aaa / AA+ AAA	2.79 2.58
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,000,000.00	12/29/2020 0.38%	999,921.88 999,953.15	89.46 4.15%	894,609.00 10.36	0.32% (105,344.15)	Aaa / AA+ AAA	3.00 2.92
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	4,000,000.00	02/23/2021 0.58%	3,960,625.00 3,975,396.09	89.06 4.19%	3,562,344.00 6,277.17	1.29% (413,052.09)	Aaa / AA+ AAA	3.09 3.00
91282CBQ3	US Treasury Note 0.500% Due 02/28/2026	2,500,000.00	03/26/2021 0.83%	2,459,960.94 2,474,287.66	89.21 4.18%	2,230,272.50 4,247.24	0.81% (244,015.16)	Aaa / AA+ AAA	3.16 3.07
91282CBT7	US Treasury Note 0.750% Due 03/31/2026	5,000,000.00	Various 0.85%	4,974,804.69 4,983,594.38	89.73 4.16%	4,486,720.00 9,581.05	1.62% (496,874.38)	Aaa / AA+ AAA	3.25 3.14
91282CCF6	US Treasury Note 0.750% Due 05/31/2026	2,000,000.00	06/18/2021 0.91%	1,985,000.00 1,989,645.43	89.29 4.14%	1,785,860.00 1,318.68	0.65% (203,785.43)	Aaa / AA+ AAA	3.42 3.30
91282CCW9	US Treasury Note 0.750% Due 08/31/2026	2,000,000.00	08/30/2021 0.77%	1,998,515.63 1,998,912.33	88.66 4.12%	1,773,282.00 5,096.69	0.64% (225,630.33)	Aaa / AA+ AAA	3.67 3.53
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	5,000,000.00	Various 1.25%	4,970,498.06 4,976,919.79	89.56 4.10%	4,478,125.00 9,633.97	1.62% (498,794.79)	Aaa / AA+ AAA	3.84 3.67
912828Z78	US Treasury Note 1.500% Due 01/31/2027	4,500,000.00	Various 2.15%	4,367,285.16 4,386,893.89	90.41 4.07%	4,068,459.00 28,247.28	1.48% (318,434.89)	Aaa / AA+ AAA	4.09 3.86
91282CEN7	US Treasury Note 2.750% Due 04/30/2027	7,000,000.00	Various 3.55%	6,761,484.38 6,777,980.47	94.91 4.04%	6,643,434.00 32,969.61	2.41% (134,546.47)	Aaa / AA+ AAA	4.33 4.01

Holdings Report

As of December 31, 2022

City of Dublin - Account #10198

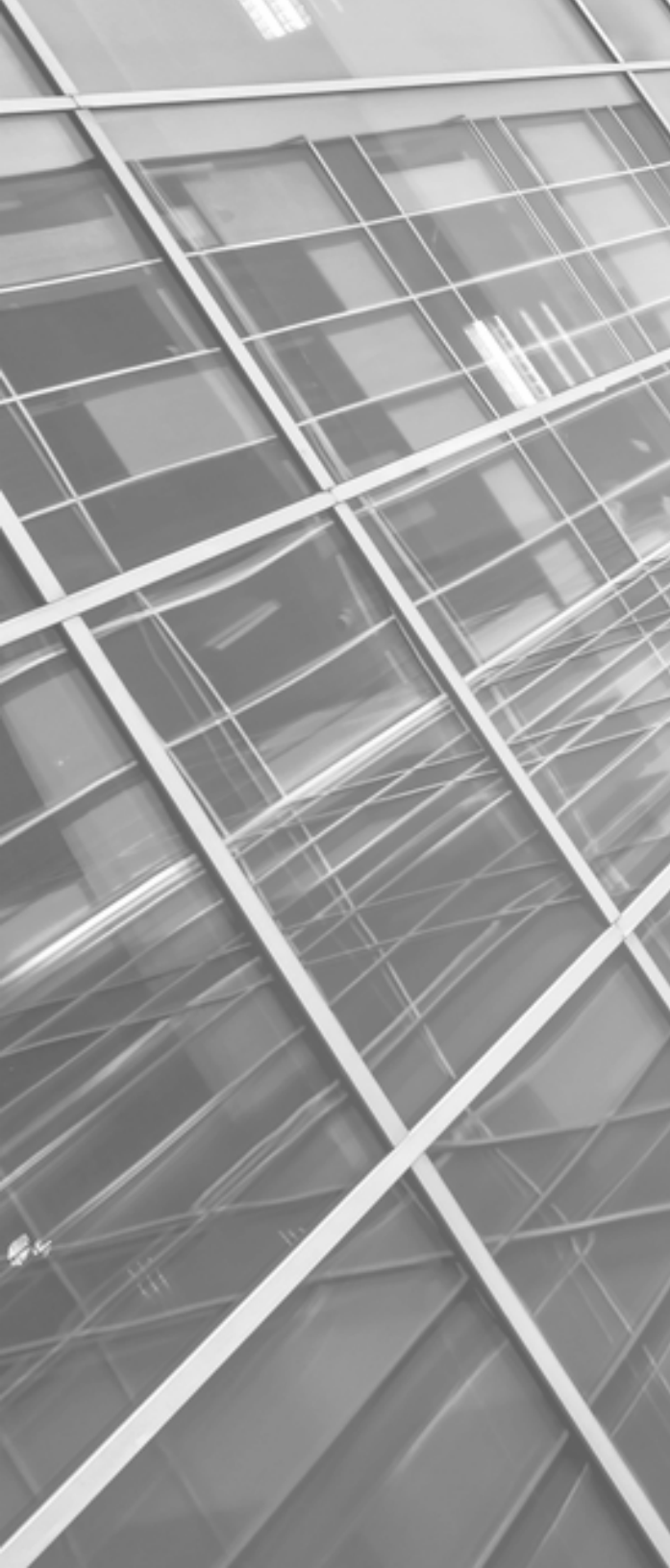
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CEW7	US Treasury Note 3.250% Due 06/30/2027	8,000,000.00	Various 3.10%	8,053,964.85 8,049,567.76	96.84 4.02%	7,747,184.00 718.24	2.80% (302,383.76)	Aaa / AA+ AAA	4.50 4.13
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10,000,000.00	Various 3.95%	10,074,062.50 10,073,472.22	100.54 4.00%	10,053,520.00 105,391.50	3.67% (19,952.22)	Aaa / AA+ AAA	4.75 4.23
TOTAL US Treasury		94,750,000.00	2.38%	94,353,135.11 94,333,193.49	4.23%	89,783,810.45 444,731.06	32.61% (4,549,383.04)	Aaa / AA+ AAA	3.12 2.92
TOTAL PORTFOLIO		289,693,377.42	2.11%	290,827,797.75 289,799,104.76	4.57%	275,481,435.43 1,232,872.28	100.00% (14,317,669.33)	Aa1 / AA+ AAA	2.54 2.17
TOTAL MARKET VALUE PLUS ACCRUALS						276,714,307.71			

Holdings Report

As of December 31, 2022

City of Dublin Reporting Account - Account #10219

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	25,730,693.07	Various 2.23%	25,730,693.07 25,730,693.07	1.00 2.23%	25,730,693.07 169,794.59	31.55% 0.00	NR / NR NR	0.00 0.00
TOTAL LAIF		25,730,693.07	2.23%	25,730,693.07	2.23%	25,730,693.07 169,794.59	31.55% 0.00	NR / NR NR	0.00 0.00
Local Gov Investment Pool									
90CAMP\$00	California Asset Mgmt Program CAMP	56,195,256.63	Various 4.50%	56,195,256.63 56,195,256.63	1.00 4.50%	56,195,256.63 0.00	68.45% 0.00	NR / AAA NR	0.00 0.00
TOTAL Local Gov Investment Pool		56,195,256.63	4.50%	56,195,256.63	4.50%	56,195,256.63 0.00	68.45% 0.00	NR / AAA NR	0.00 0.00
TOTAL PORTFOLIO		81,925,949.70	3.79%	81,925,949.70 81,925,949.70	3.78%	81,925,949.70 169,794.59	100.00% 0.00	NR / AAA NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUALS						82,095,744.29			



Section 5 | Transactions

Transaction Ledger

As of December 31, 2022

City of Dublin - Account #10198

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/19/2022	47800BAC2	1,350,000.00	John Deere Owner Trust 2022-C A3 5.09% Due: 06/15/2027	99.992	5.15%	1,349,895.24	0.00	1,349,895.24	0.00
Purchase	10/31/2022	91282CFM8	1,250,000.00	US Treasury Note 4.125% Due: 09/30/2027	99.664	4.20%	1,245,800.78	4,391.31	1,250,192.09	0.00
Purchase	10/31/2022	91282CFP1	1,250,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.594	4.40%	1,244,921.88	2,335.16	1,247,257.04	0.00
Purchase	11/18/2022	3133ENZ94	5,480,000.00	FFCB Note 4.5% Due: 11/18/2024	99.894	4.56%	5,474,191.20	0.00	5,474,191.20	0.00
Purchase	11/21/2022	91282CFM8	1,750,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.539	4.00%	1,759,433.59	10,312.50	1,769,746.09	0.00
Purchase	11/21/2022	91282CFP1	3,750,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.895	4.29%	3,746,044.92	16,200.21	3,762,245.13	0.00
Purchase	11/22/2022	58768PAC8	2,790,000.00	Mercedes-Benz Auto Receivables 2022-1 A3 5.21% Due: 08/16/2027	99.980	5.28%	2,789,448.14	0.00	2,789,448.14	0.00
Purchase	11/25/2022	89236TKJ3	1,500,000.00	Toyota Motor Credit Corp Note 4.55% Due: 09/20/2027	98.604	4.88%	1,479,060.00	12,322.91	1,491,382.91	0.00
Purchase	11/28/2022	62479MNMW9	5,000,000.00	MUFG Bank Ltd/NY Discount CP 4.42% Due: 01/30/2023	99.227	4.52%	4,961,325.00	0.00	4,961,325.00	0.00
Purchase	11/30/2022	912796Z85	3,000,000.00	US Treasury Bill 4.381% Due: 03/28/2023	98.564	4.51%	2,956,924.10	0.00	2,956,924.10	0.00
Purchase	11/30/2022	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due: 08/15/2025	97.023	4.30%	1,940,468.75	18,172.55	1,958,641.30	0.00
Purchase	11/30/2022	91282CFM8	2,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.633	3.98%	2,012,656.25	13,825.55	2,026,481.80	0.00
Purchase	11/30/2022	91282CFP1	2,000,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.938	4.27%	1,998,750.00	10,741.76	2,009,491.76	0.00
Purchase	12/21/2022	91282CFM8	3,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	101.227	3.84%	3,036,796.88	27,877.75	3,064,674.63	0.00
Purchase	12/21/2022	91282CFP1	3,000,000.00	US Treasury Note 4.25% Due: 10/15/2025	100.434	4.08%	3,013,007.81	23,468.41	3,036,476.22	0.00

Transaction Ledger

As of December 31, 2022

City of Dublin - Account #10198

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	12/27/2022	91282CFM8	2,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.969	3.90%	2,019,375.00	19,945.05	2,039,320.05	0.00
Subtotal			41,120,000.00				41,028,099.54	159,593.16	41,187,692.70	0.00
TOTAL ACQUISITIONS			41,120,000.00				41,028,099.54	159,593.16	41,187,692.70	0.00
DISPOSITIONS										
Sale	10/13/2022	912828V80	1,500,000.00	US Treasury Note 2.25% Due: 01/31/2024	97.281	2.32%	1,459,218.75	6,786.68	1,466,005.43	-39,459.69
Subtotal			1,500,000.00				1,459,218.75	6,786.68	1,466,005.43	-39,459.69
Maturity	10/14/2022	86959RTW0	2,500,000.00	Svenska Handelsbanken NY Yankee CD 0.255% Due: 10/14/2022	100.000		2,500,000.00	6,445.83	2,506,445.83	0.00
Subtotal			2,500,000.00				2,500,000.00	6,445.83	2,506,445.83	0.00
TOTAL DISPOSITIONS			4,000,000.00				3,959,218.75	13,232.51	3,972,451.26	-39,459.69

Transaction Ledger

As of December 31, 2022

City of Dublin Reporting Account - Account #10219

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2022	90LAIF\$00	172,032.54	Local Agency Investment Fund State Pool	1.000	1.60%	172,032.54	0.00	172,032.54	0.00
Purchase	10/31/2022	90CAMP\$00	209,677.53	California Asset Mgmt Program CAMP	1.000	3.21%	209,677.53	0.00	209,677.53	0.00
Purchase	11/30/2022	90CAMP\$00	195,613.46	California Asset Mgmt Program CAMP	1.000	4.04%	195,613.46	0.00	195,613.46	0.00
Purchase	12/30/2022	90CAMP\$00	205,342.71	California Asset Mgmt Program CAMP	1.000	4.04%	205,342.71	0.00	205,342.71	0.00
Subtotal			782,666.24				782,666.24	0.00	782,666.24	0.00
TOTAL ACQUISITIONS			782,666.24				782,666.24	0.00	782,666.24	0.00
DISPOSITIONS										
Security Withdrawal	11/04/2022	90CAMP\$00	15,000,000.00	California Asset Mgmt Program CAMP	1.000		15,000,000.00	0.00	15,000,000.00	0.00
Security Withdrawal	11/04/2022	90LAIF\$00	25,000,000.00	Local Agency Investment Fund State Pool	1.000		25,000,000.00	0.00	25,000,000.00	0.00
Security Withdrawal	11/09/2022	90CAMP\$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Withdrawal	11/22/2022	90CAMP\$00	1,600,000.00	California Asset Mgmt Program CAMP	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Security Withdrawal	12/05/2022	90CAMP\$00	1,500,000.00	California Asset Mgmt Program CAMP	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Subtotal			48,100,000.00				48,100,000.00	0.00	48,100,000.00	0.00
TOTAL DISPOSITIONS			48,100,000.00				48,100,000.00	0.00	48,100,000.00	0.00

Important Disclosures

As of December 31, 2022

2022 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BofA 1-5 Yr US Treasury & Agency Index*

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

Transaction Ledger

As of December 31, 2022

City of Dublin - Account #10198

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/19/2022	47800BAC2	1,350,000.00	John Deere Owner Trust 2022-C A3 5.09% Due: 06/15/2027	99.992	5.15%	1,349,895.24	0.00	1,349,895.24	0.00
Purchase	10/31/2022	91282CFM8	1,250,000.00	US Treasury Note 4.125% Due: 09/30/2027	99.664	4.20%	1,245,800.78	4,391.31	1,250,192.09	0.00
Purchase	10/31/2022	91282CFP1	1,250,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.594	4.40%	1,244,921.88	2,335.16	1,247,257.04	0.00
Purchase	11/18/2022	3133ENZ94	5,480,000.00	FFCB Note 4.5% Due: 11/18/2024	99.894	4.56%	5,474,191.20	0.00	5,474,191.20	0.00
Purchase	11/21/2022	91282CFM8	1,750,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.539	4.00%	1,759,433.59	10,312.50	1,769,746.09	0.00
Purchase	11/21/2022	91282CFP1	3,750,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.895	4.29%	3,746,044.92	16,200.21	3,762,245.13	0.00
Purchase	11/22/2022	58768PAC8	2,790,000.00	Mercedes-Benz Auto Receivables 2022-1 A3 5.21% Due: 08/16/2027	99.980	5.28%	2,789,448.14	0.00	2,789,448.14	0.00
Purchase	11/25/2022	89236TKJ3	1,500,000.00	Toyota Motor Credit Corp Note 4.55% Due: 09/20/2027	98.604	4.88%	1,479,060.00	12,322.91	1,491,382.91	0.00
Purchase	11/28/2022	62479MNMW9	5,000,000.00	MUFG Bank Ltd/NY Discount CP 4.42% Due: 01/30/2023	99.227	4.52%	4,961,325.00	0.00	4,961,325.00	0.00
Purchase	11/30/2022	912796Z85	3,000,000.00	US Treasury Bill 4.381% Due: 03/28/2023	98.564	4.51%	2,956,924.10	0.00	2,956,924.10	0.00
Purchase	11/30/2022	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due: 08/15/2025	97.023	4.30%	1,940,468.75	18,172.55	1,958,641.30	0.00
Purchase	11/30/2022	91282CFM8	2,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.633	3.98%	2,012,656.25	13,825.55	2,026,481.80	0.00
Purchase	11/30/2022	91282CFP1	2,000,000.00	US Treasury Note 4.25% Due: 10/15/2025	99.938	4.27%	1,998,750.00	10,741.76	2,009,491.76	0.00
Purchase	12/21/2022	91282CFM8	3,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	101.227	3.84%	3,036,796.88	27,877.75	3,064,674.63	0.00
Purchase	12/21/2022	91282CFP1	3,000,000.00	US Treasury Note 4.25% Due: 10/15/2025	100.434	4.08%	3,013,007.81	23,468.41	3,036,476.22	0.00

Transaction Ledger

As of December 31, 2022

City of Dublin - Account #10198

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	12/27/2022	91282CFM8	2,000,000.00	US Treasury Note 4.125% Due: 09/30/2027	100.969	3.90%	2,019,375.00	19,945.05	2,039,320.05	0.00
Subtotal			41,120,000.00				41,028,099.54	159,593.16	41,187,692.70	0.00
TOTAL ACQUISITIONS			41,120,000.00				41,028,099.54	159,593.16	41,187,692.70	0.00
DISPOSITIONS										
Sale	10/13/2022	912828V80	1,500,000.00	US Treasury Note 2.25% Due: 01/31/2024	97.281	2.32%	1,459,218.75	6,786.68	1,466,005.43	-39,459.69
Subtotal			1,500,000.00				1,459,218.75	6,786.68	1,466,005.43	-39,459.69
Maturity	10/14/2022	86959RTW0	2,500,000.00	Svenska Handelsbanken NY Yankee CD 0.255% Due: 10/14/2022	100.000		2,500,000.00	6,445.83	2,506,445.83	0.00
Subtotal			2,500,000.00				2,500,000.00	6,445.83	2,506,445.83	0.00
TOTAL DISPOSITIONS			4,000,000.00				3,959,218.75	13,232.51	3,972,451.26	-39,459.69

Transaction Ledger

As of December 31, 2022

City of Dublin Reporting Account - Account #10219

September 30, 2022 through December 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2022	90LAIF\$00	172,032.54	Local Agency Investment Fund State Pool	1.000	1.60%	172,032.54	0.00	172,032.54	0.00
Purchase	10/31/2022	90CAMP\$00	209,677.53	California Asset Mgmt Program CAMP	1.000	3.21%	209,677.53	0.00	209,677.53	0.00
Purchase	11/30/2022	90CAMP\$00	195,613.46	California Asset Mgmt Program CAMP	1.000	4.04%	195,613.46	0.00	195,613.46	0.00
Purchase	12/30/2022	90CAMP\$00	205,342.71	California Asset Mgmt Program CAMP	1.000	4.04%	205,342.71	0.00	205,342.71	0.00
Subtotal			782,666.24				782,666.24	0.00	782,666.24	0.00
TOTAL ACQUISITIONS			782,666.24				782,666.24	0.00	782,666.24	0.00
DISPOSITIONS										
Security Withdrawal	11/04/2022	90CAMP\$00	15,000,000.00	California Asset Mgmt Program CAMP	1.000		15,000,000.00	0.00	15,000,000.00	0.00
Security Withdrawal	11/04/2022	90LAIF\$00	25,000,000.00	Local Agency Investment Fund State Pool	1.000		25,000,000.00	0.00	25,000,000.00	0.00
Security Withdrawal	11/09/2022	90CAMP\$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Withdrawal	11/22/2022	90CAMP\$00	1,600,000.00	California Asset Mgmt Program CAMP	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Security Withdrawal	12/05/2022	90CAMP\$00	1,500,000.00	California Asset Mgmt Program CAMP	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Subtotal			48,100,000.00				48,100,000.00	0.00	48,100,000.00	0.00
TOTAL DISPOSITIONS			48,100,000.00				48,100,000.00	0.00	48,100,000.00	0.00



STAFF REPORT

CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Revisions to the Personnel System
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

The City Council will consider revisions to the City's Personnel System and Position Allocation Plan to reflect proposed organizational changes.

STAFF RECOMMENDATION:

Adopt the following: 1) Resolution Amending the Classification Plan; 2) Resolution Amending the Salary Plan for Management Positions Exempt from Competitive Service and for Full-Time Personnel; and 3) Resolution Amending the City of Dublin Position Allocation Plan for Fiscal Year 2022-23.

FINANCIAL IMPACT:

There is no budgetary impact from the proposed changes in this Staff Report as any costs associated with the hiring of the Audio-Visual Specialist will be absorbed in the approved budget for Fiscal Year 2022-23. The full funding of the position will be incorporated in the Fiscal Year 2023-24 budget.

DESCRIPTION:

This Staff Report addresses changes to various documents that are part of the City's Personnel System Rules, and to the City's Position Allocation Plan, to reflect proposed organizational changes. The following sections describe the changes being proposed and identify City documents being updated to reflect the changes.

Classification Plan Amendments

Pursuant to the City's Personnel System Rules, a job description must be adopted for each classification in the organization. The job description typically includes key elements, knowledge, skills, abilities, and requirements of the position. The job descriptions make up the City's Classification Plan.

Attachment 1 is a proposed amendment to add the Audio-Visual (AV) Specialist to the Classification Plan. The City's current audio-visual facilities and equipment have grown over time due to the addition of facilities and the increased use of audio-visual equipment resulting from the pandemic. The Council Chamber, Civic Center meeting rooms such as the Regional Meeting Room, the new Cultural Arts Center's Black Box Theater, the Public Safety Complex's Emergency Operations Center, The Wave's Community Room, Shannon's Ambrose Hall, and other conference rooms, all require continual and ongoing maintenance, support, and operational assistance. The design, implementation, maintenance, and support of these facilities have become a full-time technical discipline and require a dedicated professional who is trained and experienced in deploying and supporting major AV systems and installations.

With the anticipated opening of the Black Box Theater at the City's Cultural Arts Center, these requirements have progressed beyond the skills and time needed from the current Information Systems staff to adequately address and support City AV facilities and needs. Therefore, the City Manager is requesting a full-time Audio-Visual Specialist to manage and maintain the City's various AV requirements.

Attachment 1 also proposes to update the Classification Plan by updating the title and job specification of City Clerk/Records Manager to City Clerk and deleting the classification of City Clerk from the exempt, non-management list. The City Clerk function is part of the Executive Team and is therefore most appropriately classified as a management position. The current incumbent will be reclassified into the newly re-titled City Clerk classification. Costs associated with this change will be absorbed in the Fiscal Year 2022-23 budget. Attachment 3 is a redline version of the new job specification which updates the position title and makes edits to be consistent with the City Clerk's current duties.

Salary Plan Amendment

Included in the City's Personnel System are Resolutions that address salary ranges for City personnel. Attachment 2 is a proposed amendment for the inclusion of the Audio-Visual Specialist classifications into the City's Salary Plan for full-time personnel. The salary range for the Audio-Visual Specialist was determined based on a market assessment of comparable positions in similar agencies and then aligned internally within the City classification plan of related jobs in terms of scope and requirements to establish pay equity within the City's Salary Plan. There is no proposed change to the City Clerk salary range on the management positions schedule and the City Clerk salary range on the exempt, non-management schedule will be removed.

Position Allocation Plan

Attachment 3 is a proposed amendment to the Position Allocation Plan for Fiscal Year 2022-23 adding 1 FTE (full-time equivalent) to the plan, to reflect the addition of the AV Specialist. Due to other position vacancies this year, this change can be absorbed in the approved Fiscal Year 2022-23 budget. Full funding of the position will be incorporated into the Fiscal Year 2023-24 and

subsequent budgets proposal.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Amending the Classification Plan
- 2) Exhibit A to the Resolution – Audio-Video Specialist Job Specification
- 3) Exhibit B to the Resolution – City Clerk Job Specification (Redline Version)
- 4) Resolution Amending the Salary Plan for Management Positions Exempt from Competitive Service and for Full-Time Personnel
- 5) Resolution Amending the City of Dublin Position Allocation Plan for Fiscal Year 2022-23
- 6) Exhibit A to the Resolution – Position Allocation for Fiscal Year 2022-23

RESOLUTION NO. XX – 23

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

AMENDING THE CLASSIFICATION PLAN

WHEREAS, in accordance with the City's Personnel System Rules, the City Council adopted Resolution No. 30-84 and subsequent resolutions which comprise the Classification Plan; and

WHEREAS, it is necessary to periodically amend job descriptions to the Classification Plan.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be amended to include the Audio-Visual Specialist (Exhibit A) classification.

BE IT FURTHER RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be further amended to retitle the classification of City Clerk/Records Manager to City Clerk, update the job specification (Exhibit B) and delete the exempt, non-management classification of City Clerk.

BE IT FURTHER RESOLVED that this document shall become a part of the official Classification Plan for the City of Dublin; and that the changes contained herein shall be effective February 21, 2023.

PASSED, APPROVED AND ADOPTED this 21st day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



Date Adopted: February 21, 2023
Date Revised:

Title: Audio-Visual (AV) Specialist

FLSA: Non-Exempt

General Purpose:

Under the general direction of the Chief Information Security Officer, the Audio-Visual (AV) Specialist performs various duties relating to the design, installation, maintenance, and repair of AV-related hardware and software, peripheral devices, conferencing systems, and instructional support devices throughout the City. This position is responsible for servicing event needs at City facilities through AV support services in coordination with client needs and best practices.

Distinguishing Characteristics:

The AV Specialist is an advanced journey-level paraprofessional class performing the full scope of complex hardware and software installation, maintenance, troubleshooting, and user support with minimum supervision. Incumbents in this class may also be assigned project management related duties for the development and maintenance of assigned systems. Positions at this level are expected to perform the full range of duties as assigned, work independently, apply well developed computer and network skills, knowledge, and abilities, and exercise judgment and initiative. Incumbents may provide lead direction to lower-level technical positions, but this is not considered a primary distinguishing characteristic. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results.

Supervision Received and Exercised:

The position does not have any supervisory duties. It receives general supervision from the Information Services Manager and/or Chief Information Security Officer.

Essential Duties and Responsibilities:

The following duties are typical for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to

Attachment 2
Exhibit A to the Resolution

this class. To perform this job successfully, an individual must be able to perform each duty satisfactorily.

- Become familiar with the operation and maintenance of existing technologies and systems in City facilities, with a particular focus on the Cultural Arts Center, City Council Chambers, Emergency Operations Center, Shannon Community Center, and certain alternative meeting venues.
- Assist with design, installation, configuration, maintenance, troubleshooting, and repairs of equipment related and connected to AV systems and components, including control systems, microphones, sound speakers, video screens, projectors, video monitors, recording equipment, wiring and cabling, and sound and mixing boards.
- Assist with design, installation, configuration, maintenance, troubleshooting, and repairs of equipment related to the City's Black Box Theater.
- Train renters of the City's Black Box Theater on how to operate the lighting and sound system.
- Provide setup and support for events and functions such as concerts, sports events, meetings, presentations, and conferences by proactively ensuring technology needs are tested and functioning properly and assisting presenters and participants as needed.
- Research hardware and software information, as needed, in the problem resolution process; communicate with vendors and other providers, as needed, when seeking a resolution to a problem; review and provide feedback on troubleshooting procedures; make recommendations for the modernization of equipment, software, and processes as warranted; stay current on technologies and advances in AV systems.
- Perform a lead role in selecting, installing, and maintaining new AV and collaboration technologies.
- Configure AV equipment hardware and software to established specifications; adjust equipment per specifications or directives as required by users or best practices; ensure appropriate conference system connectivity; deliver quality AV products to customers.
- Coordinate and collaborate with external consultants, as needed, to accomplish objectives.
- Use service request ticketing system to effectively collect, document, analyze, and report maintenance activities related to problem resolution, and communicate with customers, management, and co-workers.
- Operate and administer AV and collaboration technologies to support public meetings, internal meetings, and special events.

Attachment 2
Exhibit A to the Resolution

- Provide exceptional customer service to employees and the public when responding to service requests, calls, emails, and in-person requests for help; ask questions to determine the nature of the problem; assist customers through the problem-solving processes; and conduct follow-up with customers to ensure the issue has been resolved.
- Work cooperatively with City departments to ensure a comfortable and cohesive meeting experience for participants, both in person and online.
- Assist with Request for Proposals (RFP) processes regarding AV and hybrid meeting projects.
- Assist presenters with displaying and navigating materials such as PowerPoint slides, PDFs, spreadsheets, Word documents, YouTube videos, and other media within a Zoom or Teams environment.
- Work with other IT staff across a broad range of technology needs, both within and outside the AV domain.
- Perform related duties as assigned.

Minimum Qualifications:

Knowledge of:

- Current information equipment and technologies, including but not limited to AV technology, lighting, projection and presentation systems, conferencing systems, Microsoft Office applications, and Google Apps.
- AV industry standards and developing technologies and practices.
- Collaboration technologies, including but not limited to Zoom and Microsoft Teams.
- Troubleshooting techniques and methods.
- Computer hardware, software, cabling and cable testing, terminations, and networking basics.
- Modern office procedures, methods, and computer equipment.
- English usage, spelling, grammar, and punctuation.

Ability to:

- Communicate clearly and concisely, both verbally and in writing, and relate to others in a professional, helpful manner.

Attachment 2
Exhibit A to the Resolution

- Provide excellent customer service and maintain composure when facing difficult situations.
- Organize, prioritize, and follow multiple projects and tasks to completion with attention to detail.
- Work independently while contributing to a team environment.
- Identify, troubleshoot, and resolve problems using independent judgment and under pressure.
- Maintain strict confidentiality related to sensitive information.
- Employ good technical acumen and a good eye and ear for sound and image quality.
- Establish and maintain effective working relationships with those contacted internally and externally in the course of work.
- Work the position's allocated hours, which will require frequent night and weekend obligations.

Physical Standards:

The physical standards described are representative of those that employees must meet to perform the essential functions of this class successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work is primarily performed in an office setting with appropriate climate control. Some projects and tasks will require working outside in varying weather and environmental conditions. Employees will be required to be on location for the setup and support of events and City-sponsored functions, including on evenings and weekends.

An employee in this class must be able to exert up to 80 pounds of force occasionally and/or up to 20 pounds of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. This position involves sitting occasionally; walking and standing are required regularly, and incumbents may be required to kneel, crouch/squat, crawl, climb, stoop, turn/twist, balance, reach, climb scaffolding, or work in confined spaces while working on computer equipment, peripherals, and ancillary equipment. The employee must perform simple grasping and fine manipulation, use a telephone to communicate verbally, use keyboards to communicate in writing; discern wire colors and see small text and numbers on wiring and circuitry, and routinely move equipment weighing up to 50 pounds.

While performing duties, the employee is regularly required to use various hand tools and testing equipment in the repair, adjustment, and problem identification of computers and related equipment, read and interpret complex data and documents, analyze and solve problems, and interact with City management, other governmental officials, contractors, vendors, employees, and the public.

Training and Experience:

Any combination equivalent to education and experience will likely provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: An Associate of Arts degree in video technology, projection, and presentation systems, or a related field from an accredited college or university.

Experience: Three (3) years of increasingly responsible experience in professional AV repair and related experience.

Training: Any relevant training, such as academic courses and certificate programs relevant to this job classification.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C Driver's License and Certificate of Automobile Insurance for Personal Liability.



1990

_____ Date Adopted: _____ March 12,

_____ Date Revised: April 5, 2005,
May 3, 2011,
February 21, 2023

Title: City Clerk/~~Records Manager~~

FLSA: At-Will/Exempt/Designated Management

General Purpose:

~~To~~ The City Clerk serves ~~as City Clerk pursuant to the Dublin Municipal Code~~ Records Manager, ~~into~~ organizing, ~~planning~~, and ~~directing~~ all activities of the City Clerk's Office. The work involves administering and maintaining a complete and accurate legal/historical record of City Council proceedings; ~~directing the~~ citywide Records Management Program and Agenda Management process; ~~conducting~~ municipal elections; ~~managing the~~ City's compliance with the Political Reform Act, Brown Act, Public Records Act, and Conflict of Interest Codes; ~~managing~~ support functions of the City Manager and City Clerk's Office; ~~managing~~ high-level administrative, secretarial and clerical support to the Mayor, City Council, and City Manager; and ~~providing~~ prompt and courteous service to requests from the public and the press for citizen, press and public requests for assistance and information.

Distinguishing Characteristics:

The City Clerk/~~Records Manager~~ is a single-position class, which exercises full management responsibility for all functions and operations of the City Clerk's Office including ~~the~~ citywide records assessment, management, and retention program, as well as, production and publication of agendas and minutes for the City Council and related public meetings. Incumbents in this classification have a broad range of independence within policy and procedural limitations and work under minimal supervision, providing highly responsible and complex staff assistance to the City Manager. While the general parameters of the job are defined, the employee is expected to select and put into effect work procedures and practices which will lead to the effective and efficient accomplishment of Department/Division goals. Recommendations on the improvement of Division activities are expected. The City Clerk/~~Records Manager~~ is a an At-Will position that is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), exempt from the City's Personnel System Rules and is a Designated Management position.

The City Clerk/~~Records Manager~~ is responsible for ~~the~~ enforcement of laws and regulations pertaining to elections and campaign financing, public records, meeting notices, and the conflict of interest code.

Supervision Received/Exercised:

~~The City Clerk r~~Receives administrative direction from the City Manager or designee, and ex-
~~Exercises~~ direct supervision over assigned supervisory, professional, technical, and clerical
personnel.

Essential Duties and Responsibilities:

The following duties are ~~typical~~normal for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class. To perform this job successfully, an individual must be able to perform each duty satisfactorily.

- ~~• Develop and implement divisional goals, objectives, policies and procedures.~~
- Assume full management responsibility for all City Clerk's Office services and activities; recommend and administer policies and procedures.
- Plan, organize, and direct the City Clerk's Office Division activities including performance of statutory duties and the preparation, posting and maintenance of agendas, minutes, and records for the City Council as proscribed by statutes; conducts municipal elections and ensures compliance with conflict of interest laws and FPPC regulations; coordinates civic activities with other City officials, departments, outside agencies, organizations, and the public; provides responsible and complex staff support to the City Council and City Manager.
- Prepare City Council Agendas including coordinating and reviewing agenda material, finalizing agendas, and overseeing distribution of the packets.
- Perform follow-up activities resulting from City Council meetings, including preparing and distributing minutes, ensuring that resolutions and ordinances are in proper format and notarized signed, tracking committee and commission actions, and preparing related letters of acceptance or rejection.
- Serve as the City's Election Official, coordinating all aspects of the City's General and Special Elections and interfacing closely with Alameda County Elections Department; educate the public regarding voting regulations and election procedures.
- Manage the development and implementation of City Clerk's Office goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.
- ~~• Direct, oversee and participate in the development of the City Clerk's Division work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.~~

Attachment 3
Exhibit B to the Resolution

- Direct, oversee, and participate in the preparation and legal posting of City Council Agendas and ancillary reports and exhibits; act as the ~~including administration~~ administrator of the ~~Agenda Management process and related~~ ~~Software Process~~.
- Direct, oversee, and participate in the preparation and legal posting of official Minutes in an accurate and timely manner and communicate official City Council actions to appropriate/interested parties.
- Direct, oversee, and ensure that City documents are properly executed and comply with applicable local/state/federal regulations.
- Review, notarize, and prepare specific City-related documents for recordation (deeds, easements, development agreements, certificates of project completion, etc.); aAttest Mayor's and/or City Manager's signature on legal City documents.
- Maintain custody of official City records, documents, and City Seal.
- Receive subpoenas for records and lawsuits filed on the City.
- Respond in a timely manner to requests for public information, ensuring compliance with the Public Records Act.
- Ensure the City's compliance with provisions of the Brown Act.
- Perform duties of Elections Official; perform duties of Filing Officer ~~duties as~~ required by the Political Reform Act for campaign disclosure statements for candidates and officeholders; aAdminister Oath ~~Of~~ Office to newly elected/appointed officials; aAdminister provisions of the City's Conflict of Interest Code.
- Direct, oversee, and coordinate the appointments to City ~~c~~Commissions, ~~c~~Committees, and ~~t~~Task ~~f~~Forces.
- Direct, oversee, administer, and foresee trends in the City's ~~Records Assessment Implementation and Records Management Programs~~Records and Information Management Program, and implement upgrades to City systems related to records.
- Maintain ~~Legislative History Index~~ legislative history, including the proper management and filing— of City documents (~~m~~Minutes, ~~c~~Contracts, aAgreements, ~~r~~Resolutions, and ~~o~~Ordinances) and ~~City's Law Library including~~ updates to the Dublin Municipal Code (on paper and electronically).
- Maintain the City's Records Retention Schedule, including overseeing timely compliance for records and updating the schedule and update as needed.
- Recommend the appointment of ~~Division~~ personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain ~~discipline and~~ high standards necessary for the efficient and professional operation of the City Clerk's Office.

- Receive and publicly open bids for City contracts.
- Successfully develop, ~~control and~~ ~~and~~ administer the City Clerk's Office budget, ~~s and expenditures.~~
- Analyze problems; identify alternative and innovative solutions; project consequences of proposed actions and implement recommendations in support of goals.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- ~~— Direct and coordinate recognition of Citizen, Organization and Youth Citizen of the Year.~~
- Provides Notary Public services for City legal requirements.
- Oversee the City's Passport Services and ensure the City remains certified as an authorized Passport Acceptance Office.
- ~~• Attend City Council Meetings.~~
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal government.
- Obtain and maintain commission as a California Notary Public.

Minimum Qualifications:

Knowledge of:

- Municipal government operations.
- ~~• Federal, state and local laws, rules, codes and regulations, ordinances and organizational policies and procedures relevant to assigned area or responsibility, including Public Records Act, the Freedom of Information Act, applicable to City government operations, procedures, elections, and assigned areas of responsibility.~~
- ~~• Municipal Codes and laws such as the Brown Act, FPPC procedures and regulations, and election laws and procedures. Political Reform Act, Public Records Act and Election Code.~~
- Principles and practices of organizational analysis and management.
- Principles and practices of records management including record retention laws.
- Basic budgeting principals and statistical analysis.
- Electronic records management and document imaging retention practices.

- Functions, authority, responsibilities, and limitations of an elected City Council.
- Automated and manual records management principles and practices, including legal requirements for recording, retention, and disclosure.
- ~~Use of p~~Proper business English, grammar, spelling, and proofreading.
- Modern office practices, methods, and computer equipment.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Principles and practices of supervision, training, and personnel management.
- Customer service techniques.

Ability tTo:

- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports;~~Perform complex work of the Division;~~ WWork independently with minimal direction.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Provide information and organize material in compliance with laws, regulations, and policies.
- Research and interpret City rules/regulations/laws/ordinances related to: the Brown Act, California Conflict of Interest Code, Dublin Municipal Code, Elections Code, Government Code, Political Reform Act, Public Records Act, Records Retention Schedule and other applicable laws.
- Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient City Clerk's Offices services.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Effectively work with a variety of people at varying levels in the organization, as well as the public and members of the City Council.
- Support and promote the City Manager and City Council's policies, goals, and vision.
- Prepare and administer ~~multiple a~~ budgets.
- Supervise, train, and evaluate personnel.

Physical Standards:

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit for long periods of time although standing and walking between work areas may be required; use vision to ~~vision to~~ reread printed material and a computer screen; and use ~~talk or~~ hearing and speech to communicate; in person, before groups, ~~in~~ meetings and over the ~~by~~ telephone; use hands and fingers to handle, feel, or operate standard office equipment such as video display terminals ~~VDTs~~, computers, and telephones, ~~10-key calculator~~; and reach with hands and arms. The employee is frequently required to, bend, stoop, kneel, ~~and~~ twist, reach, and push and pull drawers open and closed ~~to retrieve and~~ file information.s, walk and stand. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. While performing duties, the employee is regularly required to use written and verbal~~oral~~ communication skills; listen, read, and interpret complex data, information, and documents; analyze and solve problems; and interact with City management, other governmental officials, contractors, vendors, employees, and the public.

In addition, the City Clerk must be willing and able to attend and take mMinutes at lengthy evening and weekend meetings.

Training and Experience:

Any combination equivalent to education and experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, public policy, social science or a related field. A Master's degree is desirable.

Experience: Four (4) years of management or administrative experience, preferably in a City Clerk's Office, of which at least two (2) years has included administering local elections, supervision of staff, records management, completion of complex analytical studies and the interpretation of laws and ordinances.

Licenses; Certificates; Special Requirements:

Certification as a Municipal Clerk (CMC) by the International Institute of Municipal Clerks is required. Current California Notary Public Commission is required, or must be obtained within first six (6) months of employment. Ability to obtain Passport Acceptance Agent status.

Possession of a valid California Class C Drivers' License and Certificate of Automobile Insurance for Personal Liability are required.

Special Requirement: Must have the willingness and ability to: work the hours necessary to accomplish the assigned duties, including evening and week-end hours; attend evening meetings; and travel out of town and attend workshops, conferences, or seminars during work and non-work hours.

RESOLUTION NO. XX – 23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****RESOLUTION AMENDING THE SALARY PLAN FOR MANAGEMENT POSITIONS EXEMPT
FROM COMPETITIVE SERVICE AND FOR FULL-TIME PERSONNEL**

WHEREAS, in accordance with the City's Personnel System Rules, the City Council adopted Resolution No. 77-22 and subsequent Resolutions which establish a Salary Plan for full-time personnel.

NOW, THEREFORE, BE IT RESOLVED that the position of City Clerk/Records Manager be retitled to City Clerk under Article I, Section A of the Salary Plan for Management Positions Exempt from Competitive Service.

BE IT FURTHER RESOLVED that the position of City Clerk be deleted from under Article I, Section A of the Salary Plan for Full-Time Personnel.

BE IT FURTHER RESOLVED that the position of Audio-Video Specialist shall be added and covered under Article I, Section B of the Salary Plan for Full-Time Personnel.

BE IT FURTHER RESOLVED that the following position shall be paid an hourly rate within the following salary range with the exclusion of any Performance Pay Adjustment granted in accordance with the adopted Personnel Rules:

	Monthly Minimum	Monthly Maximum
Audio-Visual Specialist	\$7,847	\$9,807

BE IT FURTHER RESOLVED that this document shall become a part of the official Salary Plan for the City of Dublin; and that the changes contained herein shall be effective February 21, 2023.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 21st day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. XX – 23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****RESOLUTION AMENDING THE CITY OF DUBLIN POSITION ALLOCATION PLAN
FOR FISCAL YEAR 2022-23**

WHEREAS, at the Budget Hearing on June 7, 2022, the City Council adopted the Position Allocation Plan for Fiscal Year 2022-23; and

WHEREAS, it is necessary to periodically amend and update the Position Allocation Plan; and

WHEREAS, the Position Allocation Plan for Fiscal Year 2022-23 was amended on September 20, 2022; and

WHEREAS, the Position Allocation Plan for Fiscal Year 2022-23 (**Exhibit A**) is attached reflecting the following changes:

DEPARTMENT**CHANGE**

City Manager's Office
Audio-Visual Specialist

1.00 (Increase of 1.00)

NOW, THEREFORE, BE IT RESOLVED that the City Council approved the updated Position Allocation Plan for Fiscal Year 2022-23 as attached.

PASSED, APPROVED AND ADOPTED this 21st day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

POSITION ALLOCATION PLAN
CITY POSITIONS

Department / Classification	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Adopted 2022-23	Amended 2022-23	Adopted vs Amended
City Manager Office						
City Manager	1.00	1.00	1.00	1.00	1.00	
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	2.00	2.00	2.00	3.00	3.00	
Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00	
Audio-Video Specialist					1.00	1.00
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	1.00	1.00	
Communications Manager	1.00	1.00	1.00	1.00	1.00	
Economic Development Director	1.00	1.00	1.00	1.00	1.00	
Executive Aide	1.00	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	
Human Resources Director	1.00	1.00	1.00	1.00	1.00	
Information Systems Manager	1.00	1.00	1.00	1.00	1.00	
Information Systems Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Technician I/II	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	2.00	2.00	2.00	2.00	2.00	
Management Analyst II (Limited Term)			1.00			
Network Systems Coordinator	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Senior Office Assistant	1.00	2.00	2.00	1.00	1.00	
Special Projects Mgr			1.00	1.00	1.00	
Special Projects Mgr (Limited Term)	1.00	1.00	1.00	1.00	1.00	
Total - City Manager Office	22.00	23.00	25.00	24.00	25.00	1.00
Administrative Services						
Administrative Services Director	1.00	1.00	1.00	1.00	1.00	
Accountant	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00		(1.00)
Asst. Admin. Services Director	1.00	1.00	1.00	1.00	1.00	
Finance Technician I/II	1.00	1.00	1.00	1.00		(1.00)
Financial Analyst	1.00	1.00	1.00	1.00	1.00	
Management Analyst I	1.00	1.00	1.00	1.00	1.00	
Management Analyst II					1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant					1.00	1.00
Senior Finance Technician	1.00	1.00	1.00	1.00	1.00	
Total - Administrative Services	9.00	9.00	9.00	9.00	9.00	

POSITION ALLOCATION PLAN
CITY POSITIONS

Department / Classification	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Adopted 2022-23	Amended 2022-23	Adopted vs Amended
Community Development						
Community Development Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00		1.00	1.00
Administrative Technician	1.00	1.00	1.00	1.00		(1.00)
Assistant Planner	1.00	1.00	1.00	1.00	1.00	
Associate Planner	1.00	1.00	2.00	2.00	1.00	(1.00)
Asst. Director of Community Dev.	1.00	1.00	1.00	1.00	1.00	
Chief Building Official	1.00	1.00	1.00	1.00	1.00	
Code Enforcement Officer				1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Permit Technician	1.00	1.00	2.00	2.00	2.00	
Permit Technician (Limited Term)	1.00	1.00				
Plan Check Engineer	1.00	1.00	1.00	1.00	1.00	
Plans Examiner	1.00	1.00	1.00	1.00	1.00	
Principal Planner	2.00	2.00	2.00	2.00	2.00	
Senior Code Enforcement Officer	1.00	1.00	1.00			
Senior Management Analyst				1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	2.00	2.00	
Senior Planner	1.00	1.00	1.00		1.00	1.00
Total - Community Development	18.00	18.00	19.00	19.00	19.00	
Fire Department						
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Total - Fire Department	1.00	1.00	1.00	1.00	1.00	
Police Department						
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Total - Police Department	4.00	4.00	4.00	4.00	4.00	

POSITION ALLOCATION PLAN
CITY POSITIONS

Department / Classification	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Adopted 2022-23	Amended 2022-23	Adopted vs Amended
Parks & Community Services						
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	1.00	
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	1.00	
Heritage & Cultural Arts Manager	1.00	1.00	1.00	1.00	1.00	
Graphic Design & Comm Coordinator	1.00	1.00	1.00	1.00	1.00	
Management Analyst I	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Recreation Coordinator	6.00	7.00	7.00	7.00	7.00	
Recreation Manager	1.00	1.00	1.00	1.00	1.00	
Recreation Supervisor	3.00	3.00	3.00	3.00	3.00	
Recreation Technician	3.00	3.00	2.00	2.00	2.00	
Senior Office Assistant	2.00	2.00	3.00	3.00	3.00	
Total - Parks & Community Services	22.00	23.00	23.00	23.00	23.00	
Public Works						
Public Works Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Civil Engineer			1.00	1.00	1.00	
Assistant Civil Engineer (Limited Term)	1.00	1.00				
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	1.00	
Associate Civil Engineer	3.00	3.00	3.00	3.00	3.00	
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	1.00	
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	1.00	
Environmental Technician	1.00	1.00	1.00	1.00	1.00	
Geographic Information Systems Coordinator				1.00	1.00	
Maintenance Coordinator				1.00	1.00	
Management Analyst I				1.00		(1.00)
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	1.00	
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Public Works Manager (Maintenance)				1.00	1.00	
Public Works Maintenance Superintendent	1.00	1.00	1.00			
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	1.00	
Senior Civil Engineer	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant					1.00	1.00
Senior Public Works Inspector	1.00	1.00	1.00	1.00	1.00	
Total - Public Works	18.00	18.00	18.00	21.00	21.00	
GRAND TOTAL - CITY POSITIONS	94.00	96.00	99.00	101.00	102.00	1.00



STAFF REPORT CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amador Station First Amended and Restated Community Benefit Program Agreement and Amended and Restated Affordable Housing Assistance Agreement and Transfer of the Agreements to The Related Companies of California (PLPA-2021-00019)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider approving an Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California, LLC for the development of the 300-unit Amador Station affordable housing development located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan area. The Community Benefit Program Agreement and Affordable Housing Assistance Agreement were originally approved by the City Council on September 21, 2021, and entered into with BRIDGE Dublin, LLC. Due to changes in funding availability and construction costs outside the developer's control, BRIDGE Housing has partnered on this project with Related California and is proposing to modify the project phasing and the timing of allocating residential units from the Downtown Dublin Specific Plan Development Pool to the project, and how the City's Affordable Housing Funds and Alameda County Measure A-1 bond funds are allocated to the revised project phases. They are also requesting a \$4.3 million pre-development loan from the City. These changes result in the need to amend the Community Benefit Program Agreement and Affordable Housing Assistance Agreement for the project.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the First Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California, LLC., for the Amador Station Affordable Housing Project.

FINANCIAL IMPACT:

Funding to support construction of Phase A of the proposed affordable housing project will be provided from the City's Affordable Housing Fund, which includes fees paid to the City by developers to comply with the City's Inclusionary Zoning Regulation, and by Alameda County Measure A-1 Bond funds. Additional funding for the project has been secured through a California Department of Housing and Community Development Local Housing Trust Fund (LHTF) Grant in the amount of \$3.3 million awarded to the City of Dublin on October 11, 2022. The Related Companies of California, LLC is also requesting a predevelopment loan in the amount of \$4.3 million from the City's Affordable Housing Fund.

DESCRIPTION:

Background

BRIDGE Housing originally proposed a two-phase affordable housing project on a vacant 3.6-acre site which is located adjacent to the West Dublin/Pleasanton BART station at 6501 Golden Gate Drive as shown in Figure 1. The property is bound by I-580 to the south, the future 499-unit Avalon West project (formerly the St. Patrick Way Residential project) to the west, the Connolly Station residential community to the north, and Golden Gate Drive to the east. The project site is located in the Transit-Oriented District of the Downtown Dublin Specific Plan (DDSP).

Figure 1. Location Map



BRIDGE Housing applied for and received Site Development Review Permit approval by the Planning Commission on August 10, 2021, pending approval of the Community Benefit Program Agreement by the City Council. On September 21, 2021, the City Council approved a Community Benefit Program Agreement and an Affordable Housing Assistance Agreement with BRIDGE Housing for the Amador Station project (Resolution No. 115-21). Please refer to Attachment 6 for a discussion of these agreements. The Community Benefit Agreement allocates 300 units to the project in exchange for certain benefits. These benefits include a 100% affordable project (except manager's units), a limited number of furnished units, ground floor retail space, and public plaza

improvements as outlined in the Agreement.

The Affordable Housing Assistance Agreement sets forth the terms of City loans for the first phase of the project which includes 136 units. The agreement appropriates \$7.1 million from the City's Affordable Housing Fund and the commitment of \$2.9 million in Alameda County Measure A-1 bond funds to the first phase.

Since that time, BRIDGE Housing partnered with The Related Companies of California, LLC, a for-profit affordable housing developer, on this project. They are in the process of establishing an entity which will be a joint venture between the two companies. Due to changes in funding availability and increasing construction costs, the developer is proposing to modify the project phasing and affordability, the timing for units allocated to the project from the Development Pool, and how the City's Affordable Housing Funds and Measure A-1 bond funds are allocated to the revised project phases. The Developer is also requesting a \$4.3 million pre-construction loan from the Affordable Housing funds already committed to the project. Additionally, the City received a competitive Local Housing Trust Fund Grant from the California Department of Housing and Community Development in the amount of \$3.3 million to facilitate the first phase of the project.

Analysis

The original project phasing has been revised to include two phases (i.e., Phase A and Phase B) with two subphases within each phase (i.e., Subphases A1, A2, B1 and B2). The developer has asked for a certain level of flexibility in the number of units per subphase, but the overall project will continue to include 300 units. Each subphase will act as separate project for financing purposes and is anticipated to be constructed in consecutive order. The development team believes these smaller subphases will help to facilitate project financing and construction. Under the terms of the original agreement, residential units were allocated to Phase A for a two-year period that could be extended by the City Manager, and the Phase B allocation could be extended for one year beyond the Phase A allocation as extended. Under the revised phasing plan, residential units would be allocated to each subphase for the following periods, which could each be extended by the City Manager for at least one additional year:

- Subphase A1: December 31, 2024
- Subphase A2: 30 months from the effective date of the agreement
- Subphase B1: 42 months from the effective date of the agreement
- Subphase B2: 54 months from the effective date of the agreement

The developer is requesting to allocate the City's Affordable Housing Funds and LHTF to a larger Phase A (Subphases A1 and A2) project thus reducing the per-unit subsidy provided by the City. Additionally, they are requesting the ability to allocate all of the Measure A-1 Bond Funds to subphase A1. The City would also be able to reallocate the Measure A-1 Bond Funds to another affordable housing project if the developer is unable to start construction within the Subphase A1 unit allocation and Measure A-1 Bond Fund requirements. The average affordability level of the revised Phase A has increased, and average affordability level of Phase B has decreased. The increased average affordability level in Phase A is largely due to uncertainty about the availability of Project-Based Vouchers from Alameda County for permanently supportive housing for extremely low-income households. However, the developer will continue to pursue funding for

permanently supportive housing and apply them to the project if available, and thus provide deeper affordability in each subphase where such vouchers are available. Please refer to Table 1 and Figure 2 below for a comparison of the existing and proposed project phasing, affordability levels per phase, and anticipated funding allocations.

Table 1. Project Phasing

Original Phasing Plan			Proposed Phasing Plan				
	Phase A	Phase B	Phase A1	Phase A2	Phase B1	Phase B2	TOTALS
Unit Count	136	164	80-90	76-86	52-62	74-84	300
City Affordable Housing Funds	\$7.1 M	\$0	\$3.4 M*	\$3.7 M*	\$0	\$0	\$7.1 M
County Measure A-1 Bond Funds	\$2.9 M	\$0	\$2.9 M	\$0	\$0	\$0	\$2.9 M
LHTF	\$0	\$0	\$1.6 M	\$1.7 M	\$0	\$0	\$3.3 M
Average Affordability Per Phase	43% AMI	120% or less AMI	60% AMI	60% AMI	80% AMI	80% AMI	--

*Funds planned to be allocated to each phase on a pro rata basis.

Figure 2. Phasing Plan

Original Phasing Plan



Proposed Phasing Plan



Analysis

Community Benefit Program Agreement

The City allocated 300 units from the DDSP Development Pool to the Amador Station Project in exchange for community benefits as outlined in the Community Benefit Program Agreement. That Agreement is proposed to be amended to reflect the changed circumstances regarding the project, construction costs, and funding availability described above. However, the community benefits provided by the developer in exchange for the allocation of units remain largely unchanged. The following is a summary of the key amendments to the Community Benefit Program Agreement.

- The Agreement is entered into with The Related Companies of California, LLC, and they intend to assign the agreement to the joint venture that is being formed between BRIDGE Housing and Related California.
- Project phasing and affordability levels were revised as outlined in Table 1 above.
- The City's allocation of units to the project has been revised to reflect the range of units per phase (the overall total number of units for the project remains unchanged at 300 units).
- The timing for the allocation of units has been revised to reflect the phased approach to the project.
- The community benefit to provide a dog relief area was modified to change the location to the project site rather than in the BART plaza.
- Flexibility was added to the requirement of the developer to provide Permanently Supportive Housing based on the uncertain availability of Project-Based Vouchers from Alameda County.
- A cancellation clause was added to the agreement.

Affordable Housing Assistance Agreement

An Amended and Restated Affordable Housing Assistance Agreement has been prepared for the project. The following is an overview of the changes to the original agreement.

- The Agreement is entered into with The Related Companies of California, LLC, and they intend to assign the agreement to the joint venture that is being formed between BRIDGE Housing and Related California.
- Developer will negotiate in good faith for the long-term leasehold rights to the property (Ground Lease Acquisition).
- Project phasing and affordability levels were changed as outlined in Table 1 above.
- Flexibility was added regarding the allocation of City Loans between Subphases A-1 and A-2 of the project, including the City's Affordable Housing Fund allocation and the LHTF allocation.
- Flexibility was added in the allocation of Alameda County Measure A-1 Bond Funds between subphases A1 and A2.
- The City has the right to reallocate Measure A-1 Bond Funds to another project if the project doesn't perform.
- The terms of a \$4.3 million predevelopment loan to secure the ground lease was added to the agreement.
- Flexibility was added to the requirement of the Developer to provide Permanently Supportive Housing based on the uncertain availability of Project-Based Vouchers from Alameda County.
- A cancellation clause was added to the agreement.

The City Council Resolution approving the amended agreements is included as Attachment 1, with the First Amended and Restated Community Benefit Program Agreement included as Attachment 2, and the Amended and Restated Affordable Housing Assistance Agreement included as Attachment 3. A redline version of the Community Benefit Program Agreement is included as Attachment 4 and a redline version of the Affordable Housing Assistance Agreement included as

Attachment 5 – both with added text underlined and a ~~striketrough~~ text to be deleted.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Opportunities

Objective d: Facilitate production of affordable housing for lower income seniors, workforce, and special needs households.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was provided to the Applicant.

ATTACHMENTS:

- 1) Resolution Approving an Amended and Restated Community Benefit Program Agreement and Restated Affordable Housing Assistance Agreement between the City of Dublin and The Related Companies of California, LLC.
- 2) Exhibit A to the Resolution – First Amended and Restated Community Benefit Program Agreement
- 3) Exhibit B to the Resolution – Restated Affordable Housing Assistance Agreement
- 4) Redline Version - Exhibit A to the Resolution – First Amended and Restated Community Benefit Program Agreement
- 5) Redline Version - Exhibit B to the Resolution – Restated Affordable Housing Assistance Agreement
- 6) City Council September 21, 2021 Staff Report (without attachments)

RESOLUTION NO. XX – 23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A FIRST AMENDED AND RESTATED COMMUNITY BENEFIT PROGRAM
AGREEMENT AND AN AMENDED AND RESTATED AFFORDABLE HOUSING
ASSISTANCE AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE RELATED
COMPANIES OF CALIFORNIA, LLC, FOR THE AMADOR STATION AFFORDABLE
HOUSING PROJECT**

WHEREAS, on September 21, 2021, the City Council adopted Resolution No. 115-21 approving a Community Benefit Program Agreement and Affordable Housing Assistance Agreement with BRIDGE Dublin LLC; and

WHEREAS, BRIDGE Dublin LLC has subsequently partnered with The Related Companies of California, LLC. (the Applicant), a for profit affordable housing developer and they are forming an entity that will be a joint venture between the two companies; and

WHEREAS, the Applicant, is seeking approval of a First Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistant Agreement for the Amador Station Project, a 300-unit affordable housing development of a 3.6-acre vacant site located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan Transit-Oriented District; and

WHEREAS, on April 10, 2021, the Planning Commission adopted Resolution No. 21-06 approving a Site Development Review Permit for the project; and

WHEREAS, due to changes in funding availability and construction costs outside the Applicant's control, amendments are being proposed to the Community Benefit Program Agreement and the Affordable Housing Assistance Agreement that include modifying the project phasing and affordability, the timing for units allocated to the project from the Development Pool, and how the City's Affordable Housing Funds, Local Housing Trust Fund Grant, and Alameda County Measure A-1 bond funds are allocated to the revised project phases. The Applicant has also requested a \$4.3 million pre-development loan from the City; and

WHEREAS, the term of the Community Benefit Program Agreement shall commence on the Effective Date and shall extend until the earlier of the following: 1) the Developer has satisfied all of the obligations to the City as set forth in Section 3 of the Agreement; 2) any of the project approvals expires; or 3) three years after the Effective Date plus any extensions granted pursuant to Section 4.1, Section 4.3, or Section 4.5 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council hereby approves the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement between the City of Dublin and The Related Companies of California, LLC, as attached as **Exhibit A** and **Exhibit B** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the amended agreements, attached hereto as **Exhibit A** and **Exhibit B**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

**FIRST AMENDED AND RESTATED
CITY OF DUBLIN COMMUNITY BENEFIT PROGRAM AGREEMENT
THE RELATED COMPANIES OF CALIFORNIA, LLC, Golden Gate Drive
(APNs 941-2842-002-00 & 941-2842-004-00)**

This First Amended and Restated Community Benefit Program Agreement (as amended and restated, the “Agreement”) is entered into on _____, 2023 (the “Effective Date”), by and between the City of Dublin, a municipal corporation (“City”), and The Related Companies of California, LLC, a California limited liability company (“Developer”). City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

RECITALS

- A. On February 1, 2011, the City adopted Resolution No. 9-11 establishing a “Downtown Dublin Specific Plan” (the “Specific Plan”), which sets forth a comprehensive set of guiding principles, standards, and design guidelines for the implementation of future development in Downtown Dublin (“the Specific Plan Area”).
- B. The Specific Plan regulates the density of development allowed in the Specific Plan Area by establishing a “Base Floor Area Ratio (FAR)” for development in each of the three districts within the Specific Plan Area.
- C. The Specific Plan also establishes a pool of additional development potential, in the form of 1,320,220 square feet of non-residential development, 150 hotel rooms and 2,500 residential dwelling units (collectively “the Excess Capacity”) apportioned among the three districts in the Specific Plan Area. The pool can be used by developers that wish to develop a project that exceeds the Base FAR up to a defined “Maximum FAR” and by developers that wish to develop residential dwelling units. Developers wishing to utilize said Excess Capacity must participate in the Community Benefit Program and enter into a Community Benefit Program Agreement with the City.
- D. Developer’s predecessor, BRIDGE Dublin LLC, proposed to develop certain vacant property on Golden Gate Drive (APNs 941-2842-002-00 & 941-2842-004-00) within the Specific Plan Area (“the Property”), which is within the Transit Oriented District of the Specific Plan Area, and as part of its proposal desires to develop 300 units of affordable housing on an approximately 3.6-acre site (“the Project”). In exchange for requesting residential units from the Downtown Dublin Specific Plan Development Pool to enable development of the Project, BRIDGE Dublin LLC proposed to provide a 300-unit affordable housing project built in two phases (with two subphases per phase), with certain units to be furnished, a ground floor café or similar use within the Project, plaza enhancements to the West Dublin/Pleasanton BART connection, and “affordable unit credits” as further set forth below (“the Community Benefit”).
- E. A Site Development Permit for the Property was approved by the Planning Commission on August 10, 2021. In addition, BRIDGE Dublin LLC and the City entered into a Community Benefit Program

Agreement dated as of September 21, 2021 (the “Original Agreement”) which sets forth certain community benefits to be provided by BRIDGE Dublin LLC in connection with the development of the Property. This approval together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the “Project Approvals.”

- F. BRIDGE Dublin LLC has subsequently assigned its rights with respect to the Property to Developer. The City and Developer have reached agreement with respect to the Community Benefit and desire to amend and restate the Community Benefit Program Agreement to clearly set forth the Community Benefit to be provided by the Developer, and the scope and nature of excess development capacity to be granted to Developer in exchange for said Community Development.
- G. The Project is located within the Downtown Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011 and updated with addendums adopted by the City in Resolution No. 50-14, Resolution No. 126-19 and Resolution No. 79-20, and an Initial Study/Negative Declaration adopted by Resolution No. 133-22 (“Specific Plan EIR”). Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168, the Community Benefit Program Agreement is within the scope of the Project analyzed in the Specific Plan EIR and no further CEQA review or document is required. This Community Program Benefit Agreement does not impede, impair or otherwise seek to truncate or limit the City discretion in considering any future Project Approvals for conducting any future CEQA review as required by applicable law.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Relationship of City and Developer.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

2. Effective Date and Term.

2.1 Effective Date. The effective date of this Agreement (“Effective Date”) shall be the date set forth in the first paragraph hereof, which is the date upon which City Council has approved this First Amended and Restated Community Benefit Program Agreement .

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall extend until the earlier of the following: 1) the Developer satisfied all of the obligations

set forth in Section 3 of this Agreement, 2) any of the Project Approvals expires, or 3) the end of the Residential Allocation Terms for all of the Subphases pursuant to Sections 4.1 and 4.3 hereof, or the end of the Extended Residential Allocation Dates for all of the Subphases as provided in Section 4.5, if applicable, This term and any extensions granted shall apply to the Site Development Review permit.

3. Community Benefit to Be Provided by Developer. The following constitute the Community Benefit to be provided by the Developer in exchange for Residential Allocations granted pursuant to Section 4.

- 3.1 Affordable Housing Project and Provision of Affordable Units. Developer shall provide the following Community Benefit to the City: the development of an affordable housing project ("Project") consisting of 300 units of affordable housing to be built in two phases (Phase A and B) with two subphases within each of Phase A and B (i.e. Subphases A1, A2, B1 and B2) as shown in Exhibit A. City recognizes that Developer's proposed Project qualifies as a "Community Benefit" under the Specific Plan, as it will assist the City with the provision of affordable housing, the benefits of which are set forth in greater detail in the Dublin General Plan's Housing Element.

- 3.1.1 Phase A. Phase A shall include approximately 164 units, where Subphase A1 contains approximately 80-90 units and Subphase A2 contains approximately 76-86 units, that shall be 100% affordable to extremely low (e.g. up to 30% AMI) and low income (e.g. up to 80% AMI) households earning an average of no greater than 60% area median income (AMI), excluding up to four property manager units, as further set forth in the Amended and Restated Affordable Housing Assistance Agreement executed herewith.

- 3.1.2 Phase B. Phase B shall include a number of units equal to 300 less the number of units to be developed in Phase A (i.e., approximately 136 units), where Subphase B1 contains approximately 52-62 units and Subphase B2 contains approximately 74-84 units, that shall be 100% affordable and may include moderate-income households, excluding two property manager's units, as further set forth in the Affordable Housing Assistance Agreement executed herewith. To ensure Phase B of the Project qualifies as a "Community Benefit" under the Specific Plan for use of Excess Capacity, Developer shall obtain the City Manager's written approval of a final Phase B affordability level plan.

- 3.2 Certain Units to Be Furnished. Developer shall make a good faith and reasonable effort to obtain Project Based Vouchers for permanently supportive housing from the Alameda County Housing Authority for this project. Upon occupancy of each Subphase, Developer shall fully furnish, at its sole cost and expense, any units that have been set aside for homeless persons, at-risk of becoming homeless persons, and persons with special needs with necessary and appropriate appliances, furniture, and basic kitchenware/dishes. City

recognizes that Developer's aforementioned furnishing is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.

- 3.3 Community Benefit for Commercial Space within Project. Prior to occupancy of Subphase B2, Developer shall construct a warm shell of at least 2,200 square feet of a ground floor café or similar use in the Project. City recognizes that this is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.
- 3.4 Community Benefit for Dog Relief area within Project. Prior to occupancy of Subphase A2, Developer shall construct, and continuously maintain a dog relief area on the Project site for project residents. The size of the dog relief area shall be at least 200 s.f.
- 3.5 Community Benefit for Plaza Enhancements for the West Dublin/Pleasanton BART Connection. Prior to occupancy of Subphase A2, Developer shall provide Plaza enhancements acceptable to BART and the City Manager or their designee, to improve pedestrian access to the connection of the West Dublin/Pleasanton BART station. Developer shall obtain, in writing, the aforementioned acceptance of the proposed Plaza enhancements, which may include enhanced paving materials, landscape plantings, including trees, shrubs, and vines, enhanced lighting, and seating areas. City recognizes that Developer's aforementioned provision of enhancements is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan, Specific Plan and Bicycle and Pedestrian Master Plan.
- 3.6 Treatment of Affordable Unit Credits Created by Phase A of the Project. The Parties agree that any "affordable unit credits" created by virtue of the construction of affordable housing for Phase A of the Project shall accrue to the City. In furtherance of this Agreement, Developer shall take reasonable efforts to create the "affordable unit credits" pursuant to Section 8.68.060 of the Dublin Municipal Code and any such credits shall be deemed immediately transferred to City once they have been created.
- 3.7 Treatment of Affordable Unit Credits Created by Phase B of the Project. The Parties agree that any "affordable unit credits" created by virtue of the construction of affordable housing for Phase B of the Project shall be shared with the Developer to assist with the financing thereof, if needed. Any "affordable unit credits" from Phase B shared with the Developer shall be limited to the applicable category from which they are created within Phase B, meaning each credit shall be for a unit of the same level of affordability as was created in Phase B. Any "affordable unit credits" not needed to assist with the financing of Phase B of the Project shall immediately accrue to the City. Lastly, any "affordable housing credits" from Phase B that the Developer receives shall not be used within the Downtown Dublin Specific Plan area until the City has exhausted its own "affordable

housing credits.” In furtherance of this Agreement, Developer shall take reasonable efforts to create the “affordable unit credits” pursuant to Section 8.68.060 of the Dublin Municipal Code.

4. Residential Allocations; Reservation of Excess Development Capacity.

- 4.1 Phase A Residential Allocations. As of the Effective Date, City shall grant 164 Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase A of the Project. The term “Residential Allocation” as used in the Agreement means an allocation of the right to construct residential units from the Residential Allocation Pool established by the Specific Plan. Once granted, the Residential Allocations for Phase A1 shall extend until the end of the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Residential Allocations for Subphase A2 shall extend until the end of the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable.. The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase A residential units approved by the City during the Subphase A1 Residential Allocation Term and Subphase A2 Residential Allocation Term, or the Extended Residential Allocation Dates for Subphases A1 and A2, if applicable.
- 4.2 Phase A Reservation of Excess Capacity. During the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable., and so long as the respective Project Approvals remain in effect, City shall reserve 164 units from the Downtown Dublin Specific Plan Development Pool for Developer’s use in Phase A. In accordance with the Project’s Measure A-1 Bond Funding requirements, Developer must start construction on Subphase A1 of the Project prior to the expiration of the Subphase A1 Residential Allocation Term or before the Extended Residential Allocation Date for Subphase A1, if applicable. If Developer fails to comply with this obligation, or any of its obligations under this Agreement, the Excess Capacity reserved for Developer’s use in Phase A, or any portion thereof, shall revert to the pool maintained by the City and will be available to other developers on a “first come, first served” basis. The number of units reserved hereunder from the Downtown Dublin Specific Plan Development Pool shall be adjusted to the actual number of Phase A residential units approved by the City during the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable.
- 4.3 Phase B Residential Allocations. As of the date of the City Manager’s written approval of the Phase B affordability level plan as set forth in Section 3.1.2, City shall grant a number

of units equal to 300 less the number of units developed in Phase A (i.e., approximately 136) Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase B of the Project. Once granted, the Residential Allocations for Phase B shall extend for the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Residential Allocations for Subphase B2 shall extend until the end of the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable.. The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Phase B Residential Allocation Term.

4.4 Phase B Reservation of Excess Capacity. During the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable, and so long as the respective Project Approvals remain in effect, City shall reserve a number of units from the Downtown Dublin Specific Plan Development Pool, in an amount equal to the number of Phase B Residential Allocations granted pursuant to Section 4.3, for Developer's use in Phase B. If Developer fails to comply with its obligations under this Agreement, the Excess Capacity reserved for Developer's use in Phase B shall revert to the pool maintained by the City and will be available to other developers on a "first come, first served" basis. The number of units from the Downtown Dublin Specific Plan Development Pool granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable.

4.5 Residential Allocation Terms and Extensions. The terms of the Residential Allocations pursuant to this Section 4 ("Residential Allocation Term") shall expire on the following dates:

4.5.1 Subphase A-1 Residential Allocation Term: The earlier to occur of (i) the deadline for commencement of construction pursuant to the Measure A-1 Bond program, as it may be extended by action of the County of Alameda, or (ii) December 31, 2024.

4.5.2 Subphase A-2 Residential Allocation Term: 30 months from the Effective Date.

4.5.3 Subphase B-1 Residential Allocation Term: 42 months from the Effective Date.

4.5.4 Subphase B-2 Residential Allocation Term: 54 months from the Effective Date.

Notwithstanding the foregoing, upon the request of Developer for an extension of one or more of the Residential Allocation Terms for a period of one or more years, City Manager

shall not unreasonably disapprove such request if the City Manager finds, in his or her reasonable discretion, all of the following: (i) Developer has diligently applied for funding reasonably available for the applicable Subphase in accordance with a financing plan reasonably acceptable to the City Manager, and (ii) Developer has obtained City approval of, or has submitted a complete application for, building permits for the applicable Subphase (the “Extended Residential Allocation Date”).

- 4.6 Limitation on City’s Obligation. This Agreement shall not be construed to require the City to issue any Project Approvals to the Developer. City is solely required to reserve the Excess Capacity identified in Section 4 of this Agreement. Other than this obligation, nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project. All of City’s applicable ordinances, resolutions, rules, regulations and official policies shall apply to the Project including, but not limited to, those governing the permitted uses of the Property, design and construction of the Project, density and intensity of use of the Project, and the maximum height, bulk and size of proposed buildings within the Project.

5. Amendment or Cancellation.

This Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Developer has not started construction on a Subphase of the Project prior to the expiration of the Residential Allocation Term for the applicable Subphase, or the Extended Residential Allocation Date for the Subphase, if applicable, either party may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to any Subphase for which construction has previously commenced.

6. Severability.

The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party’s consideration materially fails as a result.

7. Attorneys’ Fees and Costs.

If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys’ fees expended by the City in defense of any such action or other proceeding.

8. Assignment.

Developer may wish to sell, transfer or assign all or portions of the Property to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee its rights and obligations under this Agreement, so long as said transfer would not result in development of the Property in excess of the FAR permitted by the Project Approvals. No such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written approval by the City Manager. The City Manager shall consider and decide on any transfer, sale or assignment within ten (10) days after Developer's notice, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the obligations incurred by Developer pursuant to this Agreement will be fully satisfied. Notwithstanding anything to the contrary contained herein, Developer shall have the right to sell, transfer or assign portions of the Property in connection with the development of any Subphase and partially assign its interest in this Agreement with respect to such Phase or Subphase to a limited partnership or limited liability company in which an affiliate of The Related Companies of California, LLC acts as a general partner or managing member without the consent of the City.

9. Notices.

All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

City of Dublin
Attn: City Manager
100 Civic Plaza
Dublin, CA 94568

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

The Related Companies of California, LLC
Attn: Ann Silverberg, Vice President
44 Montgomery Street, Suite 1310
San Francisco, California 94104

10. Agreement is Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement supersedes the Original Agreement, which shall be of no further force or effect upon the Effective Date of this Agreement.

11. Legal Authority.

Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

12. No Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY:

City of Dublin,
a municipal corporation

By:

Linda Smith, City Manager
Attest:

Marsha Moore, City Clerk

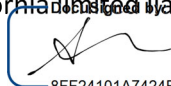
Approved as to form

John D. Bakker, City Attorney

DEVELOPER:

The Related Companies of California, LLC,
a California limited liability company

By:



Name: Ann Silverberg
Title: Vice President

**AMENDED AND RESTATED
AFFORDABLE HOUSING ASSISTANCE AGREEMENT
Amador Station Housing Project**

This Amended and Restated Affordable Housing Assistance Agreement (“Agreement”) is made and entered as of _____, 2023, by and between the City of Dublin (“City”) and The Related Companies of California, LLC, a California limited liability company (“Developer”).

RECITALS

A. Developer proposes to develop approximately 3.59 acres of vacant property located on the west side of Golden Gate Drive, north of Interstate 580, in the City of Dublin, designated as APN Nos. 941-2842-002-00 and 941-2842-004-00 (the “Property”). The Property is or will be divided into two portions designated as the “Phase A Site” and the “Phase B Site.”

B. Developer intends to develop the Property in four phases, with approximately 164 apartment units to be constructed on the Phase A Site in the aggregate across two subphases, and approximately 136 apartment units to be constructed on the Phase B Site in the aggregate across two subphases.

C. City and BRIDGE Dublin LLC, a California limited liability company (“Original Developer”), have entered into a “Community Benefit Agreement” with respect to the Community Benefits to be provided by Original Developer in connection with the Property. Pursuant to the Community Benefit Agreement, City and Original Developer have entered into an Affordable Housing Assistance Agreement dated as of September 21, 2021 with respect to the affordable housing obligations of each party for the Property (“Original Agreement”).

D. Original Developer has assigned its rights with respect to the Property and the Projects to Developer. City and Developer have entered into a First Amended and Restated Community Benefit Program Agreement, dated concurrently with this Agreement, which amends and restates the parties’ obligations pursuant to the Community Benefit Agreement.

E. By this Agreement, City and Developer intend to amend and restate the Original Agreement, which shall be superseded by this Agreement and shall be of no further force or effect hereafter.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

1. Acquisition of Leasehold Interests. Developer will negotiate in good faith towards a Purchase and Sale Agreement and Joint Escrow Instructions for the assignment to Developer of long-term leasehold rights to the Property, consisting of the lessee’s rights under the Ground Lease between the San Francisco Bay Area Rapid Transit District (“BART”) as lessor and CREA/Windstar Dublin 2.43 Acres, LLC, as lessee, dated March 10, 2006, as

amended, and the Ground Lease between BART as lessor and CREA/Windstar Dublin 1.16 Acres, LLC, as lessee, dated March 10, 2006, as amended (“Ground Lease Acquisition”).

2. Project Phasing. Developer will construct on the Property two affordable rental housing developments consisting of a total of not less than 300 apartment units and all required on-site improvements necessary to serve the developments (the “Projects”). The two Projects will be constructed in four subphases (the “Subphases”), as depicted on Exhibit “A” hereto. The Projects will contain the following number of apartment units in each Phase:

a. Phase A: Approximately 164 apartment units in two Subphases, Subphase A1 and Subphase A2. Subphase A1 is expected to contain 80-90 apartment units, and Subphase A2 is expected to contain 76-86 apartment units.

b. Phase B: Approximately 136 apartment units in two Subphases, Subphase B1 and Subphase B2. Subphase B1 is expected to contain 52-62 apartment units, and Subphase B2 is expected to contain 74-84 apartment units.

3. Design and Land Use Entitlements.

a. Developer has obtained the following City land use approvals and entitlements for the Projects: Site Development Permit, approved by the City Planning Commission on August 10, 2021.

b. Developer will be responsible for applying for and obtaining the following design, land use entitlement and permits for the Projects: Lot Line Adjustment, Building Permit, and Site Work Permit.

4. Construction and Permanent Financing. Developer will be responsible for obtaining all financing and equity investment funds required for the construction and permanent financing of each of the Projects.

a. Each of the Projects and Subphases will be separately financed and constructed. The developer of each of the Projects and Subphases will be a limited partnership (“Project Owner”) which will include The Related Companies of California, LLC (“Related”), or an affiliate thereof, as a general partner of the Project Owner.

b. Developer intends to fund the Subphase A1 and Subphase A2 Projects with 4% Low Income Housing Tax Credits, multifamily housing bond financing, Affordable Housing and Sustainable Communities (AHSC) funding, City loans from City’s Affordable Housing Fund and Local Housing Trust Fund (“LHTF”), a County Loan, and other sources to be determined.

c. Expected funding sources for the Phase B Project are currently unknown.

5. City Loans. City will make two construction/permanent loans to Developer for the Subphase A1 and Subphase A2 Projects in the total amount of \$10,400,000 (“City Loans”).

One City Loan for each Subphase will be made from City's Affordable Housing Funds, in the combined total amount of \$7,100,000 ("City AHF Loans"), and the other City Loan for each Subphase will be made from the LHTF grant to be obtained by City from the California Department of Housing and Community Development ("HCD"), in the combined total amount of \$3,300,000 ("City LHTF Loans"). City and Developer will enter into a mutually acceptable Affordable Housing Loan Agreement which sets forth the terms and conditions of the City Loans, and attaches the form of the Promissory Notes, Deeds of Trust and Regulatory Agreements for the Predevelopment Loan and each Subphase. The Developer may request a specific allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.

a. Predevelopment Loan

i. Up to the total amount of \$4,300,000 of the City Loans will be disbursed to Developer as predevelopment financing to be used solely for ground lease rent prepayment and other required costs of the Ground Lease Acquisition (the "Predevelopment Loan"). Funding of the Predevelopment Loan is contingent upon City's reasonable approval of the Ground Lease Acquisition terms and documentation.

ii. The Predevelopment Loan will accrue interest at 3% per annum.

iii. The term of the Predevelopment Loan will be equal to the later of (i) the Subphase A2 Residential Allocation Term pursuant to Section 4.1 of the First Amended and Restated Community Benefit Program Agreement, or (ii) the Extended Residential Allocation Date for Subphase A2 pursuant to Section 4.5 of the First Amended and Restated Community Benefit Program Agreement, if applicable. .

iv. The Predevelopment Loan will be rolled into construction to permanent loans for one or more of Subphases A1 and A2 (the "City Loans"). Currently it is anticipated the Predevelopment Loan will be allocated to the City Loans on a pro rata basis based on the number of apartment units in each Subphase which will assume a portion of the Predevelopment Loan (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, the Subphase A1 City Loans would be allocated 48% of the Predevelopment Loan and the Subphase A2 City Loans would be allocated 52% of the Predevelopment Loan); provided, however the City may agree to any alternative method of allocating the Predevelopment Loan across Subphases A1 and A2 as may be reasonably proposed by Developer.

v. The term of the Predevelopment Loan will be set forth in a Promissory Note to be made by Developer to City upon the closing of the Predevelopment Loan.

vi. The Predevelopment Loan Promissory Note will be secured by a Deed of Trust to be recorded against Developer's leasehold rights in the full Property as a first priority lien, and an assignment of Developer's rights to plans and studies for the Projects (the "Assignment").

viii. A Regulatory Agreement will be recorded against Developer's leasehold rights in the full Property. The Property-wide Regulatory Agreement will be

superseded by Subphase-specific Regulatory Agreements at the financial closing for each Subphase.

ix. The Deed of Trust and Assignment shall be subordinated to financing approved by the City (in each case, a "Senior Lien") if the Developer demonstrates to the City's reasonable satisfaction that senior financing secured by a lien on the Developer's leasehold rights in the Property is necessary during the Predevelopment Loan term to ensure the viability of the Projects, and that subordination of the Deed of Trust and Assignment is necessary to secure such financing.

x. If the construction financing and City Loans for either or both of Subphases A1 and A2 have not closed as of the expiration of the term of the Predevelopment Loan, as it may be extended, Developer will convey its remaining leasehold interests in the Property to City in lieu of repayment of the balance of the Predevelopment Loan and the Predevelopment Loan shall be deemed satisfied in full and Developer shall be deemed to be released from all obligations or liability with respect to this Agreement and the Predevelopment Loan.

b. City Loans

i. The City Loans are currently anticipated to be allocated pro rata to the Subphase A1 and Subphase A2 Projects based upon the number of apartment units in each (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, 48% or \$4,992,000 would be allocated to the Subphase A1 City Loans and 52% or \$5,408,000 would be allocated to the Subphase A2 City Loans). The amount of the City Loans for Subphase A1 and Subphase A2 will each include the assumption of a pro rata portion of the Predevelopment Loans. The City will determine in its discretion what portion of the City Loans will be City AHF Loans and what portion will be City LHTF Loans. The Developer may request a different allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.

ii. The City Loans will accrue interest at 3% per annum.

iii. The terms of City Loans will be the earlier of (i) the fifty-seventh (57th) anniversary of the City Loan origination date for the applicable Subphase, or (ii) the fifty-fifth (55th) anniversary of the date that City issues a Certificate of Occupancy for the applicable Subphase.

iv. The City Loans will be repaid through the applicable Project Owner's payment of a mutually determined percentage of the residual receipts of the applicable completed Subphase. 50% of the applicable Subphase residual receipts will be allocated on a pro rata basis between the City Loans, the County Loan and other governmental loans to such Subphase which are to be paid through residual receipts.

v. The terms of each City Loan will be set forth in a Promissory Note to be made by the applicable Project Owner to City upon the closing of the City Loan for the applicable Subphase.

vi. Each City Loan Promissory Note will be secured by a Deed of Trust to be recorded against the applicable Project Owner's ground leasehold interest in the applicable Subphase.

vii. A Regulatory Agreement between City and the applicable Project Owner will also be recorded against the ground leasehold interest in the applicable Property for each Subphase.

viii. Each City Loan, Deed of Trust, and Regulatory Agreement will be nonrecourse, and will be subordinate to the primary construction and permanent loans for the applicable Subphase. There will be no cross-collateralization of loans between Subphases.

ix. Each City Loan will be closed at the construction loan closing for the applicable Subphase, contingent on the applicable Project Owner's receipt of building permits and all other required City approvals for the applicable Subphase, closing of all other construction financing, and other standard conditions.

6. County A1 Bond Assistance.

a. City will allocate \$2,900,000 of its share of the Alameda County ("County") A1 Bond Program funds to be loaned to the Subphase A1 Project, or if requested by Developer, and deemed acceptable by the City Manager, the Subphase A2 Project, if permitted by the timing and other applicable requirements of the County A1 Bond Program ("County Loan"). County will be responsible for making and administering the County Loan.

b. City will enter into an Intercreditor Agreement with County which sets forth the procedure for allocation of residual receipts to the Subphase A1 City Loans and County Loan, and provides for the lien priority of the Subphase A1 City Loan Deeds of Trust and County Loan deed of trust to be on parity.

c. In the event that Developer does not or is otherwise unable to commence construction on the Subphase A1 Project prior to the end of the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, City may reallocate the \$2,900,000 share of the County A1 Bond Program funds to a different affordable housing project selected by City in its sole discretion.

d. City does not commit to allocate any of the County's A1 Bond Program funds for the Subphase B1 and Subphase B2 Projects.

7. No City Commitment of Financial Assistance for Subphase B1 and Subphase B2. City does not make any commitment of financial assistance for the Subphase B1 and Subphase B2 Projects.

8. Density Bonus. Developer has requested and obtained a density bonus for the combined Projects, for the purpose of obtaining certain benefits including a parking ratio lower than normally applicable City parking requirements as permitted under Government Code Section 65915(p). The requirement of the density bonus law to restrict the income and rents of

designated affordable units will be satisfied by the Regulatory Agreements described in paragraph 9 below.

9. Affordable Housing Requirements. Each Project Owner will restrict the affordability of the apartment units in the Projects (“Affordable Units”) as follows:

a. Subphases A1 and A2: 100% of units (except for up to four manager’s units) will be affordable at the very low income and lower income levels, with an average of 60% of Area Median Income (“AMI”).

b. Subphases B1 and B2: 100% of units (except for manager’s units) will be affordable at the very low income, lower income, and moderate income levels, with an average of 80% of AMI.

c. The Subphase A1 and Subphase A2 Projects will be required to restrict a minimum number of units at or below 30% of AMI in accordance with the requirements of Section 105 of the LHTF Guidelines as adopted by HCD. Pursuant to Section 105 of the LHTF Guidelines, 30% of the LHTF program funds and matching funds (at least \$2 million) must be used to develop units for tenants at 30% AMI or below.

d. The rent levels of the Affordable Units will be in accordance with the requirements of City’s Inclusionary Housing Ordinance, Municipal Code Chapter 8.68, state density bonus law requirements, and other affordable housing requirements of the funding sources for the Projects.

e. Each Project Owner and City will enter into and record at the financial closing, and prior to issuance of building permits for a Subphase, a Regulatory Agreement which sets forth the affordable housing obligations and other requirements for operation of the applicable Subphase and its Affordable Units.

f. The term of each Regulatory Agreement will be 55 years from the date of issuance by City of a Certificate of Occupancy for the applicable Subphase.

10. Permanent Supportive Housing Requirements.

Developer will use reasonable, good faith efforts to obtain funding sufficient to provide for 40 to 66 permanent supportive housing “PSH” units within one or more of the Subphases. The total number of PSH units, and the allocation of PSH units to specific Subphases, will be subject to the reasonable approval of the parties, and subject to the timing and availability of funding sources. Each applicable Project Owner shall fully furnish any such PSH units, at its sole cost and expense, with necessary and appropriate appliances, furniture, and basic kitchenware/dishes.

11. Amendment or Cancellation. This Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Developer has not started construction on a Subphase of the Project prior to the expiration of the applicable Residential Allocation Term or before the Extended Residential Allocation Date for such Subphase, if applicable, either party

may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to the Subphases that have previously commenced construction.

12. Severability. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party's consideration materially fails as a result.

13. Attorneys' Fees and Costs. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

14. Notices. All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

City of Dublin
Attn: City Manager
100 Civic Plaza
Dublin, CA 94568

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

The Related Companies of California, LLC
Attn: Ann Silverberg, Vice President
44 Montgomery Street, Suite 1310
San Francisco, CA 94104

15. Agreement is Entire Understanding. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement amends and restates the Original Agreement, which is hereby superseded by this Agreement and shall be of no further force or effect hereafter.

16. Legal Authority. Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

17. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

18. No Performance Guaranty. This Agreement is not intended to obligate the Developer to construct a phase, until such time as the applicable phase is fully funded, the construction financing for such phase has been closed by Developer and Developer has commenced construction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY:

City of Dublin,
a municipal corporation

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to form:

John D. Bakker, City Attorney

DEVELOPER:

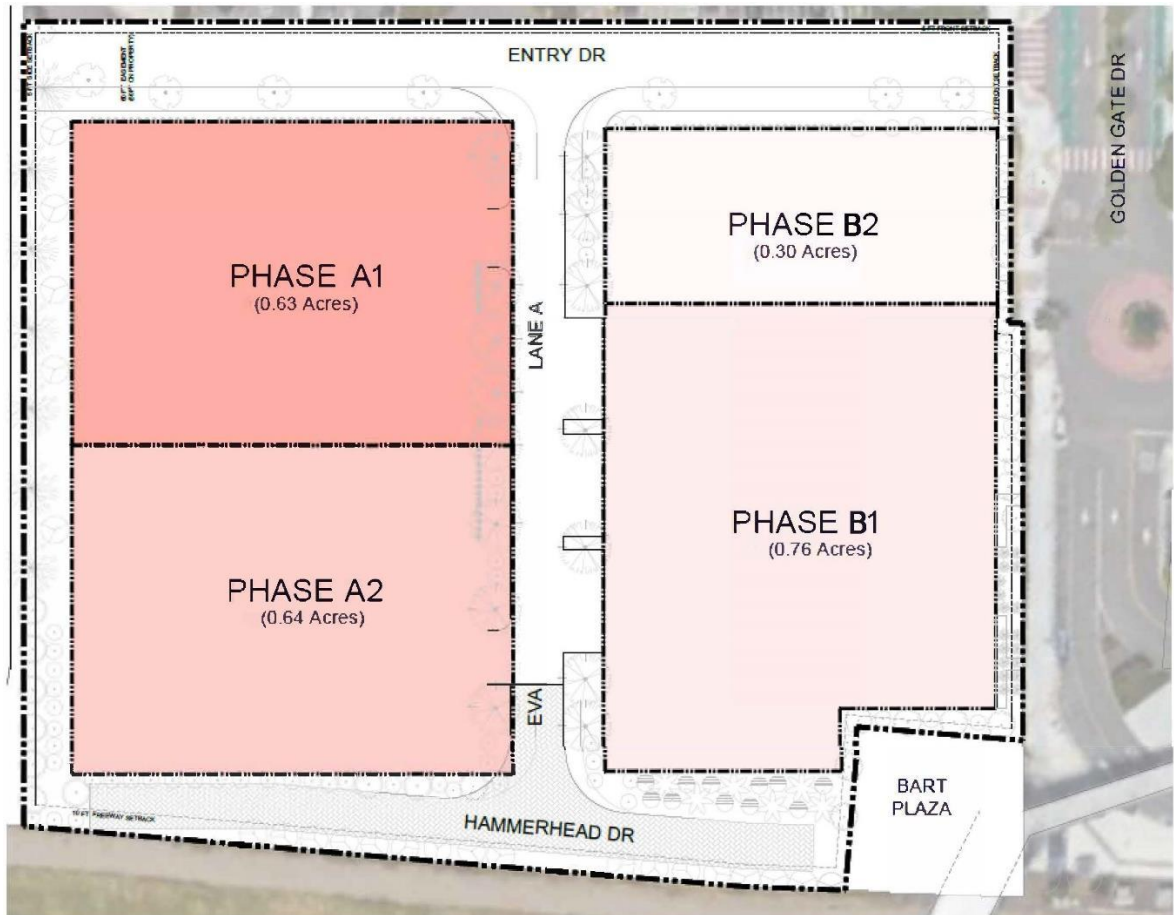
The Related Companies of California, LLC,
a California limited liability company

DocuSigned by:



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Ann Silverberg, Vice President

EXHIBIT A
PHASING MAP
[To Be Attached]



5258453.6

FIRST AMENDED AND RESTATED
CITY OF DUBLIN COMMUNITY BENEFIT PROGRAM AGREEMENT
~~BRIDGE Dublin~~THE RELATED COMPANIES OF CALIFORNIA, LLC, Golden Gate Drive
(APNs 941-2842-002-00 & 941-2842-004-00)

This First Amended and Restated Community Benefit Program Agreement (~~“(as amended and restated, the “Agreement”)~~) is entered into on ~~September 21, 2021,~~ , 2023 (the ~~“Effective Date”~~), by and between the City of Dublin, a municipal corporation (~~“City”~~) and ~~BRIDGE Dublin~~), and The Related Companies of California, LLC, a California ~~Limited Liability Company~~limited liability company (~~“Developer”~~). City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

RECITALS

- A. On February 1, 2011, the City adopted Resolution No. 9-11 establishing a “Downtown Dublin Specific Plan” (the “Specific Plan”), which sets forth a comprehensive set of guiding principles, standards, and design guidelines for the implementation of future development in Downtown Dublin (“the Specific Plan Area”).
- B. The Specific Plan regulates the density of development allowed in the Specific Plan Area by establishing a “Base Floor Area Ratio (FAR)” for development in each of the three districts within the Specific Plan Area.
- C. The Specific Plan also establishes a pool of additional development potential, in the form of 1,320,220 square feet of non-residential development, 150 hotel rooms and 2,500 residential dwelling units (collectively “the Excess Capacity”) apportioned among the three districts in the Specific Plan Area. The pool can be used by developers that wish to develop a project that exceeds the Base FAR up to a defined “Maximum FAR” and by developers that wish to develop residential dwelling units. Developers wishing to utilize said Excess Capacity must participate in the Community Benefit Program and enter into a Community Benefit Program Agreement with the City.
- D. ~~Developer proposes~~Developer’s predecessor, BRIDGE Dublin LLC, proposed to develop certain vacant property on Golden Gate Drive (APNs 941-2842-002-00 & 941-2842-004-00) within the Specific Plan Area (“the Property”), which is within the Transit Oriented District of the Specific Plan Area, and as part of its proposal desires to develop 300 units of affordable housing on an approximately 3.6-acre site (“the Project”). In exchange for requesting residential units from the Downtown Dublin Specific Plan Development Pool to enable development of the Project, ~~Developer proposes~~BRIDGE Dublin LLC proposed to provide a 300-unit affordable housing project built in two phases, (with two subphases per phase), with certain units to be furnished, a ground floor café or similar use within the Project, plaza enhancements to the West Dublin/Pleasanton

BART connection, and “affordable unit credits” as further set forth below (“the Community Benefit”).

- E. ~~Developer has submitted for a Site Development Review for the Property, which approval, if granted,~~ A Site Development Permit for the Property was approved by the Planning Commission on August 10, 2021. In addition, BRIDGE Dublin LLC and the City entered into a Community Benefit Program Agreement dated as of September 21, 2021 (the “Original Agreement”) which sets forth certain community benefits to be provided by BRIDGE Dublin LLC in connection with the development of the Property. This approval together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the “Project Approvals.”
- F. ~~BRIDGE Dublin LLC has subsequently assigned its rights with respect to the Property to Developer.~~ The City and Developer have reached agreement with respect to the Community Benefit and desire to ~~express herein a amend and restate the~~ Community Benefit Program Agreement ~~to~~ clearly ~~setting~~ set forth the Community Benefit to be provided by the Developer, and the scope and nature of excess development capacity to be granted to Developer in exchange for said Community Development.
- G. The Project is located within the Downtown Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011 and updated with addendums adopted by the City in Resolution No. 50-14, Resolution No. 126-19 and Resolution No. ~~79-2079-20, and an Initial Study/Negative Declaration adopted by~~ Resolution No. 133-22 (“Specific Plan EIR”). Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168, the Community Benefit Program Agreement is within the scope of the Project analyzed in the Specific Plan EIR and no further CEQA review or document is required. This Community Program Benefit Agreement does not impede, impair or otherwise seek to truncate or limit the City discretion in considering any future Project Approvals for conducting any future CEQA review as required by applicable law.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Relationship of City and Developer.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

~~144\328\3119146.1~~

2. Effective Date and Term.

2.1 Effective Date. The effective date of this Agreement (“Effective Date”) shall be the date set forth in the first paragraph hereof, which is the date upon which City Council ~~approves~~has approved this First Amended and Restated Community Benefit Program Agreement.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall extend until the earlier of the following: 1) the Developer satisfied all of the obligations set forth in Section 3 of this Agreement, 2) any of the Project Approvals expires, or 3) ~~two years after the Effective Date plus any extensions granted~~end of the Residential Allocation Terms for all of the Subphases pursuant to Sections 4.1 and 4.3 hereof, or the end of the Extended Residential Allocation Dates for all of the Subphases as provided in Section 4.1 or Section 4.3.5, if applicable. This term and any extensions granted shall apply to the Site Development Review permit.

3. Community Benefit to Be Provided by Developer. The following constitute the Community Benefit to be provided by the Developer in exchange for Residential Allocations granted pursuant to Section 4.

3.1 Affordable Housing Project and Provision of Affordable Units. Developer shall provide the following Community Benefit to the City: the development of an affordable housing project (“Project”) consisting of 300 units of affordable housing to be built in two phases (Phase A and B)~~);~~ with two subphases within each of Phase A and B (i.e. Subphases A1, A2, B1 and B2) as shown in Exhibit A. City recognizes that Developer’s proposed Project qualifies as a “Community Benefit” under the Specific Plan, as it will assist the City with the provision of affordable housing, the benefits of which are set forth in greater detail in the Dublin General Plan’s Housing Element.

3.1.1 Phase A. Phase A shall include ~~136 units and~~approximately 164 units, where Subphase A1 contains approximately 80-90 units and Subphase A2 contains approximately 76-86 units, that shall be 100% affordable to extremely low (e.g. up to 30% AMI) and low income (e.g. up to 80% AMI) households earning an average of no greater than ~~43~~60% area median income (AMI), excluding ~~two~~up to four property manager ~~unit’s~~units, as further set forth in the Amended and Restated Affordable Housing Assistance Agreement executed herewith.

3.1.2 Phase B. Phase B shall include ~~164 a number of~~ units, equal to 300 less the number of units to be developed in Phase A (i.e., approximately 136 units), where Subphase B1 contains approximately 52-62 units and Subphase B2 contains approximately 74-

84 units, that shall be 100% affordable and may include moderate-income households, excluding two property manager's units, as further set forth in the Affordable Housing Assistance Agreement executed herewith. To ensure Phase B of the Project qualifies as a "Community Benefit" under the Specific Plan for use of Excess Capacity, Developer shall obtain the City Manager's written approval of a final Phase B affordability level plan.

- 3.2 Certain Units to Be Furnished. Developer shall make a good faith and reasonable effort to obtain Project Based Vouchers for permanently supportive housing from the Alameda County Housing Authority for this project. Upon occupancy of ~~Phase A~~each Subphase, Developer shall fully furnish, at its sole cost and expense, ~~a minimum of 41~~any units that have been set aside for homeless persons, at-risk of becoming homeless persons, and persons with special needs with necessary and appropriate appliances, furniture, and basic kitchenware/dishes. City recognizes that Developer's aforementioned furnishing is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.
- 3.3 Community Benefit for Commercial Space within Project. Prior to occupancy of ~~Phase A~~Subphase B2, Developer shall construct a warm shell of at least 2,200 square feet of a ground floor café or similar use in the Project. City recognizes that this is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.
- 3.4 Community Benefit for Dog Relief area within Project. Prior to occupancy of Subphase A2, Developer shall construct, and continuously maintain a dog relief area on the Project site for project residents. The size of the dog relief area shall be at least 200 s.f.
- ~~3.43.5~~ Community Benefit for Plaza Enhancements for the West Dublin/Pleasanton BART Connection. Prior to occupancy of ~~Phase A~~Subphase A2, Developer shall provide Plaza enhancements acceptable to BART and the City Manager or their designee, to improve pedestrian access to the connection of the West Dublin/Pleasanton BART station. Developer shall obtain, in writing, the aforementioned acceptance of the proposed Plaza enhancements, which may include enhanced paving materials, landscape plantings, including trees, shrubs, and vines, enhanced lighting, and seating areas, ~~and a dog relief area~~. City recognizes that Developer's aforementioned provision of enhancements is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan, Specific Plan and Bicycle and Pedestrian Master Plan.
- ~~3.53.6~~ Treatment of Affordable Unit Credits Created by Phase A of the Project. The Parties agree that any "affordable unit credits" created by virtue of the construction of affordable housing for Phase A of the Project shall accrue to the City. In furtherance of this

Agreement, Developer shall take reasonable efforts to create the “affordable unit credits” pursuant to Section 8.68.060 of the Dublin Municipal Code and any such credits shall be deemed immediately transferred to City once they have been created.

~~3.63.7~~ Treatment of Affordable Unit Credits Created by Phase B of the Project. The Parties agree that any “affordable unit credits” created by virtue of the construction of affordable housing for Phase B of the Project shall be shared with the Developer to assist with the financing thereof, if needed. Any “affordable unit credits” from Phase B shared with the Developer shall be limited to the applicable category from which they are created within Phase B, meaning each credit shall be for a unit of the same level of affordability as was created in Phase B. Any “affordable unit credits” not needed to assist with the financing of Phase B of the Project shall immediately accrue to the City. Lastly, any “affordable housing credits” from Phase B that the Developer receives shall not be used within the Downtown Dublin Specific Plan area until the City has exhausted its own “affordable housing credits.” In furtherance of this Agreement, Developer shall take reasonable efforts to create the “affordable unit credits” pursuant to Section 8.68.060 of the Dublin Municipal Code.

4. Residential Allocations; Reservation of Excess Development Capacity.

4.1 Phase A Residential Allocations. As of the Effective Date, City shall grant ~~136~~164 Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase A of the Project. The term “Residential Allocation” as used in the Agreement means an allocation of the right to construct residential units from the Residential Allocation Pool established by the Specific Plan. Once granted, the Residential Allocations for Phase ~~AA1~~ shall extend until ~~two (2) years from the Effective Date (“Phase A end of the Subphase A1 Residential Allocation Term”).~~ The City Manager may, in his or her sole discretion, or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Residential Allocations for Subphase A2 shall extend until the Phase A end of the Subphase A2 Residential Allocation Term to a date determined or the Extended Residential Allocation Date for Subphase A2, if applicable.. The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase A residential units approved by the City in consideration of Measure A-1 Bond Fund obligations provided the Developer has at the time of such extension applied for a building permit for Phase A during the Subphase A1 Residential Allocation Term and Subphase A2 Residential Allocation Term, or the Extended Residential Allocation Dates for Subphases A1 and A2, if applicable.

4.2 Phase A Reservation of Excess Capacity. During the ~~Phase A~~Subphase A1 Residential Allocation Term, or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential

Allocation Date for Subphase A2, if applicable., and so long as the respective Project Approvals remain in effect, City shall reserve ~~136~~164 units from the Downtown Dublin Specific Plan Development Pool for Developer's use in Phase A. In accordance with the Project's Measure A-1 Bond Funding requirements, Developer must start construction on ~~Phase A~~Subphase A1 of the Project ~~within three years from prior to the date expiration of the City Council allocated~~Subphase A1 Residential Allocation Term or before the Measure A-1 Bond Funds to the Project.~~Extended Residential Allocation Date for Subphase A1, if applicable.~~ If Developer fails to comply with this ~~Measure A-1 Bond Fund~~ obligation, or any of its obligations under this Agreement, the Excess Capacity reserved for Developer's use in Phase A, or any portion thereof, shall revert to the pool maintained by the City and will be available to other developers on a "first come, first served" basis. The number of units reserved hereunder from the Downtown Dublin Specific Plan Development Pool shall be adjusted to the actual number of Phase A residential units approved by the City during the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable.

- 4.3 Phase B Residential Allocations. As of the date of the City Manager's written approval of the Phase B affordability level plan as set forth in Section 3.1.2, City shall grant ~~164~~a number of units equal to 300 less the number of units developed in Phase A (i.e., approximately 136) Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase B of the Project. Once granted, the Residential Allocations for Phase B shall extend for the ~~remainder of the Phase A~~Subphase B1 Residential Allocation Term including any extensions granted pursuant to Section 4.1 ("Phase B or the Extended Residential Allocation Term"). ~~The City Manager may, Date for good cause,~~Subphase B1, if applicable, and the Residential Allocations for Subphase B2 shall extend the Phase B Residential Allocation Term up to an additional one (1) year beyond until the expiration end of the Phase A~~Subphase B2 Residential Allocation Term or the Extended Residential Allocation Term, provided the Developer has at the time of such extension applied for a building permit~~Date for Phase B and is otherwise in compliance with its obligations under this Agreement.~~Subphase B2, if applicable..~~ The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Phase B Residential Allocation Term.

- 4.4 Phase B Reservation of Excess Capacity. During the ~~Phase B~~Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable, and so long as the respective Project Approvals remain in effect, City shall reserve ~~164~~a number of units from the Downtown Dublin Specific Plan Development Pool, in an amount equal to the number of Phase B

Residential Allocations granted pursuant to Section 4.3, for Developer's use in Phase B. If Developer fails to comply with its obligations under this Agreement, the Excess Capacity reserved for Developer's use in Phase B shall revert to the pool maintained by the City and will be available to other developers on a "first come, first served" basis. The number of units from the Downtown Dublin Specific Plan Development Pool granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable.

4.5 Residential Allocation Terms and Extensions. The terms of the Residential Allocations pursuant to this Section 4 ("Residential Allocation Term") shall expire on the following dates:

4.5.1 Subphase A-1 Residential Allocation Term: The earlier to occur of (i) the deadline for commencement of construction pursuant to the Measure A-1 Bond program, as it may be extended by action of the County of Alameda, or (ii) December 31, 2024.

4.5.2 Subphase A-2 Residential Allocation Term: 30 months from the Effective Date.

4.5.3 Subphase B-1 Residential Allocation Term: 42 months from the Effective Date.

4.5.4 Subphase B-2 Residential Allocation Term: 54 months from the Effective Date.

Notwithstanding the foregoing, upon the request of Developer for an extension of one or more of the Residential Allocation Terms for a period of one or more years, City Manager shall not unreasonably disapprove such request if the City Manager finds, in his or her reasonable discretion, all of the following: (i) Developer has diligently applied for funding reasonably available for the applicable Subphase in accordance with a financing plan reasonably acceptable to the City Manager, and (ii) Developer has obtained City approval of, or has submitted a complete application for, building permits for the applicable Subphase (the "Extended Residential Allocation Date").

4.54.6 Limitation on City's Obligation. This Agreement shall not be construed to require the City to issue any Project Approvals to the Developer. City is solely required to reserve the Excess Capacity identified in Section 4 of this Agreement. Other than this obligation, nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project. All of City's applicable ordinances, resolutions, rules, regulations and official policies shall apply to the Project including, but not limited to, those governing the permitted uses of the Property, design and construction of the Project, density and intensity of use of the Project, and the maximum height, bulk and size of proposed buildings within the Project.

5. Amendment or Cancellation.

This Agreement may be amended in writing from time to time by mutual consent of the Parties.

If the Developer has not started construction on a Subphase of the Project prior to the expiration of the Residential Allocation Term for the applicable Subphase, or the Extended Residential Allocation Date for the Subphase, if applicable, either party may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to any Subphase for which construction has previously commenced.

6. Severability.

The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party's consideration materially fails as a result.

7. Attorneys' Fees and Costs.

If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

8. Assignment.

Developer may wish to sell, transfer or assign all or portions of the Property to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee its rights and obligations under this Agreement, so long as said transfer would not result in development of the Property in excess of the FAR permitted by the Project Approvals. No such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written approval by the City Manager. The City Manager shall consider and decide on any transfer, sale or assignment within ten (10) days after Developer's notice, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the obligations incurred by Developer pursuant to this Agreement will be fully satisfied. ~~Upon its formation, Developer may assign this agreement to BRIDGE Dublin~~

~~LLC (an affiliate of Developer) or a limited partnership in which BRIDGE Dublin LLC (or another LLC affiliate of Developer) is the general partner. Notwithstanding anything to the contrary contained herein, Developer shall have the right to sell, transfer or assign portions of the Property in connection with the development of any Subphase and partially assign its interest in this Agreement with respect to such Phase or Subphase to a limited partnership or limited liability company in which an affiliate of The Related Companies of California, LLC acts as a general partner or managing member without the consent of the City.~~

9. Notices.

All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

City of Dublin
Attn: City Manager
100 Civic Plaza
Dublin, CA 94568
~~Phone: (925) 833-6650~~

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

~~BRIDGE Dublin LLC~~
~~The Related Companies of California, LLC~~
Attn: ~~Brad Wiblin, Executive~~ Ann Silverberg, Vice President
~~600 California~~ 44 Montgomery Street, Suite ~~900~~ 1310
San Francisco, ~~CA 94108~~ California 94104
~~Phone: (415) 321-3565~~
~~Email: bwiblin@bridgehousing.com or nsaxby@bridgehousing.com~~

10. Agreement is Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the Parties. ~~This Agreement supersedes the Original Agreement, which shall be of no further force or effect upon the Effective Date of this Agreement.~~

11. Legal Authority.

~~11.~~

Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

12. No Third-Party Beneficiaries.

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This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY:

City of Dublin,
a municipal corporation

By:

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to form

John D. Bakker, City Attorney

DEVELOPER:

~~BRIDGE Dublin~~ The Related Companies of
California, LLC,
a California limited liability company

~~By: BRIDGE Housing Corporation,~~
~~a California nonprofit public benefit~~
~~corporation, its sole member and manager~~

~~By:~~

~~Brad Wiblin, Executive By:~~

Name: Ann Silverberg

Title: Vice President

3869603.3

5299359.1

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AMENDED AND RESTATED
AFFORDABLE HOUSING ASSISTANCE AGREEMENT
Amador Station Housing Project

This Amended and Restated Affordable Housing Assistance Agreement (“Agreement”) is made and entered into as of September 21, 2021, 2023, by and between the City of Dublin, ~~a municipal corporation~~ (“City”), and **BRIDGE Dublin**) and The Related Companies of California, LLC, a California limited liability company (“Developer”).

RECITALS

A. Developer proposes to develop approximately 3.59 acres of vacant property located on the west side of Golden Gate Drive, north of Interstate 580, in the City of Dublin, designated as APN Nos. 941-2842-002-00 and 941-2842-004-00 (the “Property”). The Property is or will be divided into two portions designated as the “Phase A Site” and the “Phase B Site.”

B. Developer intends to develop the Property in ~~two~~four phases, with ~~136 apartment units to be constructed on the Phase A Site (“Phase A Project”), and~~approximately 164 apartment units to be constructed on the Phase A Site in the aggregate across two subphases, and approximately 136 apartment units to be constructed on the Phase B Site (“Phase B Project”) in the aggregate across two subphases.

C. City and BRIDGE Dublin LLC, a California limited liability company (“Original Developer”), have entered into a “Community Benefit Agreement” with respect to the Community Benefits to be provided by Original Developer in connection with ~~respect to the Property. Pursuant to the Phase A Project and the Phase B Project. The~~ Community Benefit Agreement ~~provides that~~ City and Original Developer will enter have entered into this an Affordable Housing Assistance Agreement dated as of September 21, 2021 with respect to the affordable housing obligations of each party for the ~~Phase A Project~~Property (“Original Agreement”).

D. Original Developer has assigned its rights with respect to the Property and the Projects to Developer. City and the Phase B Project. Developer have entered into a First Amended and Restated Community Benefit Program Agreement, dated concurrently with this Agreement, which amends and restates the parties’ obligations pursuant to the Community Benefit Agreement.

E. By this Agreement, City and Developer intend to amend and restate the Original Agreement, which shall be superseded by this Agreement and shall be of no further force or effect hereafter.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

~~1. **Phase A Project.** Developer will construct 136 apartment units on the Phase A Site, together with all associated landscaping, parking and associated improvements (“Phase A Project”).~~

~~2. **Phase B Project.** Developer will construct 164 apartment units on the Phase B Site, together with all associated landscaping, parking and associated improvements (“Phase B Project”).~~

1. **Acquisition of Leasehold Interests.** Developer will negotiate in good faith towards a Purchase and Sale Agreement and Joint Escrow Instructions for the assignment to Developer of long-term leasehold rights to the Property, consisting of the lessee’s rights under the Ground Lease between the San Francisco Bay Area Rapid Transit District (“BART”) as lessor and CREA/Windstar Dublin 2.43 Acres, LLC, as lessee, dated March 10, 2006, as amended, and the Ground Lease between BART as lessor and CREA/Windstar Dublin 1.16 Acres, LLC, as lessee, dated March 10, 2006, as amended (“Ground Lease Acquisition”).

2. **Project Phasing.** Developer will construct on the Property two affordable rental housing developments consisting of a total of not less than 300 apartment units and all required on-site improvements necessary to serve the developments (the “Projects”). The two Projects will be constructed in four subphases (the “Subphases”), as depicted on Exhibit “A” hereto. The Projects will contain the following number of apartment units in each Phase:

a. Phase A: Approximately 164 apartment units in two Subphases, Subphase A1 and Subphase A2. Subphase A1 is expected to contain 80-90 apartment units, and Subphase A2 is expected to contain 76-86 apartment units.

b. Phase B: Approximately 136 apartment units in two Subphases, Subphase B1 and Subphase B2. Subphase B1 is expected to contain 52-62 apartment units, and Subphase B2 is expected to contain 74-84 apartment units.

3. **Design and Land Use Entitlements.**

a. Developer has ~~concurrently prepared and submitted, and will process all required applications for~~ obtained the following City and governmental planning land use approvals and entitlements for the ~~Phase A Project and Phase B Project.~~ Projects: Site Development Permit, approved by the City Planning Commission on August 10, 2021.

b. Developer will be responsible for ~~the costs of due diligence, applying for and obtaining the following~~ design, land use entitlement and ~~permit applications, consultant and legal costs, and other predevelopment costs; provided that City Loan proceeds may be used to pay for a portion of such costs.~~ permits for the Projects: Lot Line Adjustment, Building Permit, and Site Work Permit.

4. **Construction and Permanent Financing.** Developer will be responsible for obtaining all financing and equity investment funds required for the construction and permanent

financing of ~~the Phase A Project and Phase B Project. Developer intends for the Phase A Project and the Phase B Project to each of the Projects.~~

a. ~~Each of the Projects and Subphases will be separately financed and constructed. The developer of each of the Projects and Subphases will be a limited partnership (“Project Owner”) which will include The Related Companies of California, LLC (“Related”), or an affiliate thereof, as a general partner of the Project Owner.~~

b. ~~Developer intends to finance the Phase A Project fund the Subphase A1 and Subphase A2 Projects with 4% Low Income Housing Tax Credits, multifamily housing bond financing, a Affordable Housing and Sustainable Communities (AHSC) funding, City Loan, loans from City’s Affordable Housing Fund and Local Housing Trust Fund (“LHTF”), a County Loan, and other sources to be determined.~~

c. ~~Expected financing funding sources for the Phase B Project are currently unknown. Following the construction closing of Phase A, a default by Developer under Phase B will not constitute a default under Phase A. Following the construction closing of Phase B, a default by Developer under Phase A will not constitute a default under Phase B.~~

5. City ~~Loan~~Loans. City will make ~~atwo~~ construction/permanent ~~loan~~loans to the Developer for the ~~Phase A Project in the Subphase A1 and Subphase A2 Projects in the total amount of \$10,400,000 (“City Loans”). One City Loan for each Subphase will be made from City’s Affordable Housing Funds, in the combined total amount of \$7,100,000 (“City Loan”). The City Loan AHF Loans”), and the other City Loan for each Subphase will be made from the LHTF grant to be obtained by City from the California Department of Housing and Community Development (“HCD”), in the combined total amount of \$3,300,000 (“City LHTF Loans”). City and Developer will enter into a mutually acceptable Affordable Housing Loan Agreement which sets forth the terms and conditions of the City Loans, and attaches the form of the Promissory Notes, Deeds of Trust and Regulatory Agreements for the Predevelopment Loan and each Subphase. The Developer may request a specific allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.~~

a. Predevelopment Loan

i. ~~Up to the total amount of \$4,300,000 of the City Loans will be disbursed to Developer as predevelopment financing to be used solely for ground lease rent prepayment and other required costs of the Ground Lease Acquisition (the “Predevelopment Loan”). Funding of the Predevelopment Loan is contingent upon City’s reasonable approval of the Ground Lease Acquisition terms and documentation.~~

ii. ~~The Predevelopment Loan will accrue interest at 3% per annum; unless the County of Alameda and California Department of Housing Community Development each reduce their loan interest rate to below 3% per annum, in which case the City Loan.~~

iii. ~~The term of the Predevelopment Loan will be equal to the later of (i) the Subphase A2 Residential Allocation Term pursuant to Section 4.1 of the First Amended and Restated Community Benefit Program Agreement, or (ii) the Extended Residential~~

Allocation Date for Subphase A2 pursuant to Section 4.5 of the First Amended and Restated Community Benefit Program Agreement, if applicable. .

iv. The Predevelopment Loan will be rolled into construction to permanent loans for one or more of Subphases A1 and A2 (the "City Loans"). Currently it is anticipated the Predevelopment Loan will be allocated to the City Loans on a pro rata basis based on the number of apartment units in each Subphase which will assume a portion of the Predevelopment Loan (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, the Subphase A1 City Loans would be allocated 48% of the Predevelopment Loan and the Subphase A2 City Loans would be allocated 52% of the Predevelopment Loan); provided, however the City may agree to any alternative method of allocating the Predevelopment Loan across Subphases A1 and A2 as may be reasonably proposed by Developer.

v. The term of the Predevelopment Loan will be set forth in a Promissory Note to be made by Developer to City upon the closing of the Predevelopment Loan.

vi. The Predevelopment Loan Promissory Note will be secured by a Deed of Trust to be recorded against Developer's leasehold rights in the full Property as a first priority lien, and an assignment of Developer's rights to plans and studies for the Projects (the "Assignment").

viii. A Regulatory Agreement will be recorded against Developer's leasehold rights in the full Property. The Property-wide Regulatory Agreement will be superseded by Subphase-specific Regulatory Agreements at the financial closing for each Subphase.

ix. The Deed of Trust and Assignment shall be subordinated to financing approved by the City (in each case, a "Senior Lien") if the Developer demonstrates to the City's reasonable satisfaction that senior financing secured by a lien on the Developer's leasehold rights in the Property is necessary during the Predevelopment Loan term to ensure the viability of the Projects, and that subordination of the Deed of Trust and Assignment is necessary to secure such financing.

x. If the construction financing and City Loans for either or both of Subphases A1 and A2 have not closed as of the expiration of the term of the Predevelopment Loan, as it may be extended, Developer will convey its remaining leasehold interests in the Property to City in lieu of repayment of the balance of the Predevelopment Loan and the Predevelopment Loan shall be deemed satisfied in full and Developer shall be deemed to be released from all obligations or liability with respect to this Agreement and the Predevelopment Loan.

b. City Loans

i. The City Loans are currently anticipated to be allocated pro rata to the Subphase A1 and Subphase A2 Projects based upon the number of apartment units in each (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, 48% or \$4,992,000 would be allocated to the Subphase A1 City Loans and 52% or \$5,408,000 would be allocated to the Subphase A2 City Loans). The amount of the City Loans for Subphase A1 and Subphase A2

will each include the assumption of a pro rata portion of the Predevelopment Loans. The City will determine in its discretion what portion of the City Loans will be City AHF Loans and what portion will be City LHTF Loans. The Developer may request a different allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.

ii. The City Loans will accrue interest at the same per annum rate set by the California Department of Housing Community Development for the Phase A Project. The term of the City Loan 3% per annum.

iii. The terms of City Loans will be the earlier of (i) the fifty-seventh (57th) anniversary of the City Loan origination date for the applicable Subphase, or (ii) the fifty-fifth (55th) anniversary of the date that City issues a Certificate of Occupancy for the Phase A Project. applicable Subphase.

iv. The City Loan Loans will be repaid through Developer's the applicable Project Owner's payment of a mutually determined percentage of the residual receipts of the applicable completed Phase A Project. The Phase A Project Subphase. 50% of the applicable Subphase residual receipts will be allocated on a pro rata basis between the City Loan Loans, the County Loan and other governmental loans to the Phase A Projects such Subphase which are to be paid through residual receipts.

v. The terms of the each City Loan will be set forth in a Promissory Note to be provided made by Developer the applicable Project Owner to City at upon the financial closing of the City Loan for the Phase A Project. The applicable Subphase.

vi. Each City Loan Promissory Note will be secured by a Deed of Trust to be recorded against the Developer's applicable Project Owner's ground leasehold interest in the Property. The applicable Subphase.

vii. A Regulatory Agreement between City and the applicable Project Owner will also be recorded against the ground leasehold interest in the applicable Property. The for each Subphase.

vii. Each City Loan, Deed of Trust, and Regulatory Agreement will be nonrecourse, and will be subordinate to the primary construction and permanent loan loans for the Phase A Project. The applicable Subphase. There will be no cross-collateralization of loans between Subphases.

ix. Each City Loan will be disbursed closed at the construction loan closing for the applicable Subphase, contingent on Developer the applicable Project Owner's receipt of building permits and all other required City approvals for the Phase A Project applicable Subphase, closing of all other construction financing, and other standard conditions. City and Developer shall enter into a mutually acceptable Affordable Housing Loan Agreement which sets forth the terms and conditions of the City Loan, and attaches the form of the Promissory Note, Deed of Trust and Regulatory Agreement for the Phase A Project.

6. County Loan. A1 Bond Assistance.

a. _____ City will allocate \$2,900,000 of its share of the Alameda County (“County”) A1 Bond Program funds to be loaned to the Phase A Subphase A1 Project (“, or if requested by Developer, and deemed acceptable by the City Manager, the Subphase A2 Project, if permitted by the timing and other applicable requirements of the County Loan”). ~~Alameda A1 Bond Program (“County (“Loan”).~~ County”) will be responsible for making and administering the County Loan.

b. _____ City will enter into an Intercreditor Agreement with County which sets forth the procedure for allocation of residual receipts to the Subphase A1 City LoanLoans and County Loan, and ~~the~~ provides for the lien priority of the Subphase A1 City Loan DeedDeeds of Trust and County Loan ~~Deeddeed~~ of trust to be on parity.

c. _____ In the event that Developer does not or is otherwise unable to commence construction on the Subphase A1 Project prior to the end of the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, City may reallocate the \$2,900,000 share of the County A1 Bond Program funds to a different affordable housing project selected by City in its sole discretion.

d. _____ City does not commit to allocate any of the County’s A1 Bond Program funds for the Subphase B1 and Subphase B2 Projects.

7. **No City Commitment of Financial Assistance for ~~Phase B Project.~~Subphase B1 and Subphase B2.** City does not make any commitment of financial assistance for the ~~Phase B Project.~~ ~~City does not commit to allocate any of its share of the Alameda County A1 Bond Program funds for the Phase B Project.~~Subphase B1 and Subphase B2 Projects.

8. **Density Bonus.** Developer has requested and obtained a density bonus for the combined ~~Phase A Project and Phase B Project~~Projects, for the purpose of obtaining certain benefits including a parking ratio lower than normally applicable City parking requirements as permitted under Government Code Section 65915(p). The requirement of the density bonus law to restrict the income and rents of designated affordable units will be satisfied by the Regulatory Agreements described in ~~paragraphs~~paragraph 9-and-10 below.

9. **~~Phase A Project~~ Affordable Housing. Developer Requirements.** Each Project Owner will restrict allthe affordability of the apartment units in the Phase A Project-Projects (“Affordable Units”) as follows:

a. _____ Subphases A1 and A2: 100% of units (except for ~~two~~up to four manager’s units) aswill be affordable housing (“Affordable Units”). The income levels of the Phase A Affordable Units will be at the extremely low tovery low income and lower income levels, with an average income level of no greater than 43 percent60% of Area Median Income. The rent levels of the Phase A Affordable Units will be (“AMI”).

b. _____ Subphases B1 and B2: 100% of units (except for manager’s units) will be affordable at the very low income, lower income, and moderate income levels, with an average of 80% of AML.

c. The Subphase A1 and Subphase A2 Projects will be required to restrict a minimum number of units at or below 30% of AMI in accordance with the requirements of the Section 105 of the LHTF Guidelines as adopted by HCD. Pursuant to Section 105 of the LHTF Guidelines, 30% of the LHTF program funds and matching funds (at least \$2 million) must be used to develop units for tenants at 30% AMI or below.

d. The rent levels of the Affordable Units will be in accordance with the requirements of City's Inclusionary Housing Ordinance, Municipal Code Chapter 8.68, and state density bonus law requirements. ~~Developer, and other affordable housing requirements of the funding sources for the Projects.~~

e. Each Project Owner and City will enter into and record at the financial closing, and prior to issuance of building permits for a Subphase, a Regulatory Agreement, which sets forth the affordable housing obligations and other requirements for operation of the Phase A Applicable Subphase and its Affordable Units.

f. The term of each Regulatory Agreement will be 55 years from the date of issuance by City of a Certificate of Occupancy for the applicable Subphase.

10. Permanent Supportive Housing Requirements.

Developer will use reasonable, good faith efforts to obtain funding sufficient to provide for 40 to 66 permanent supportive housing "PSH" units within one or more of the Subphases. The total number of PSH units, and the allocation of PSH units to specific Subphases, will be subject to the reasonable approval of the parties, and subject to the timing and availability of funding sources. Each applicable Project and Affordable Units. The term of the Regulatory Agreement will be 55 years from the date of issuance by City of a Certificate of Occupancy for the Phase A Project. Upon occupancy of the Phase A Project, Developer Owner shall fully furnish any such PSH units, at its sole cost and expense, a minimum of 41 units for homeless persons, at risk of becoming homeless persons, and persons with special needs with necessary and appropriate appliances, furniture, and basic kitchenware/dishes.

10. Phase B Project Affordable Housing. ~~Developer will restrict all of the apartment units in the Phase B Project (except for two manager's units) as affordable housing ("Affordable Units"). The income level of the Phase B Affordable Units will be no greater than the moderate income level, with the specific number of units at each income level to be reasonably determined by mutual agreement of Developer and the City Manager. The rent levels of, and reporting requirements for, the Phase B Affordable Units shall be reasonably determined by mutual agreement of Developer and the City Manager, which may include reporting, rental rates, and selection criteria consistent with City housing programs. Developer and City will enter into and record prior to issuance of building permits a Regulatory Agreement, which sets forth the affordable housing obligations and other requirements for operation of the Phase B Project and Phase B Affordable Units. The term of the Regulatory Agreement will be 55 years from the date of issuance by City of a Certificate of Occupancy for the Phase B Project.~~

~~11. — Formation of Developer Entity. Developer intends to form one or more limited partnerships or other entities to serve as the developer of the Phase A Project and Phase B Project. BRIDGE Dublin, LLC or an affiliate will be the general partner, managing member or principal of each Developer entity. Developer's obligations under this Agreement may be assigned to such entity or entities or to BRIDGE Dublin LLC or an affiliate thereof.~~

~~12.~~ **11. Amendment or Cancellation.** This Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Developer has not started construction on a Subphase of the Project prior to the expiration of the applicable Residential Allocation Term or before the Extended Residential Allocation Date for such Subphase, if applicable, either party may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to the Subphases that have previously commenced construction.

~~13.~~ **12. Severability.** The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party's consideration materially fails as a result.

1413. Attorneys' Fees and Costs. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

~~1514.~~ **Notices.** All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

City of Dublin
Attn: City Manager
100 Civic Plaza
Dublin, CA 94568

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

~~BRIDGE Dublin LLC~~

The Related Companies of California, LLC

Attn: ~~Brad Wiblin, Executive~~ Ann Silverberg, Vice President _____
600 California ~~44 Montgomery~~ Street, Suite 900 ~~1310~~
San Francisco, CA ~~94108~~ 94104

1615. Agreement is Entire Understanding. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement amends and restates the Original Agreement, which is hereby superseded by this Agreement and shall be of no further force or effect hereafter.

1716. Legal Authority. Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

1817. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

1918. No Performance Guaranty. This Agreement is not intended to obligate the Developer to construct a phase, until such time as the applicable phase is fully funded, the construction financing for such phase has been closed by Developer and Developer has commenced construction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY:

City of Dublin,
a municipal corporation

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to form:

John D. Bakker, City Attorney

DEVELOPER:

The Related Companies of California, LLC,
a California limited liability company

Ann Silverberg, Vice President

~~DEVELOPER:~~

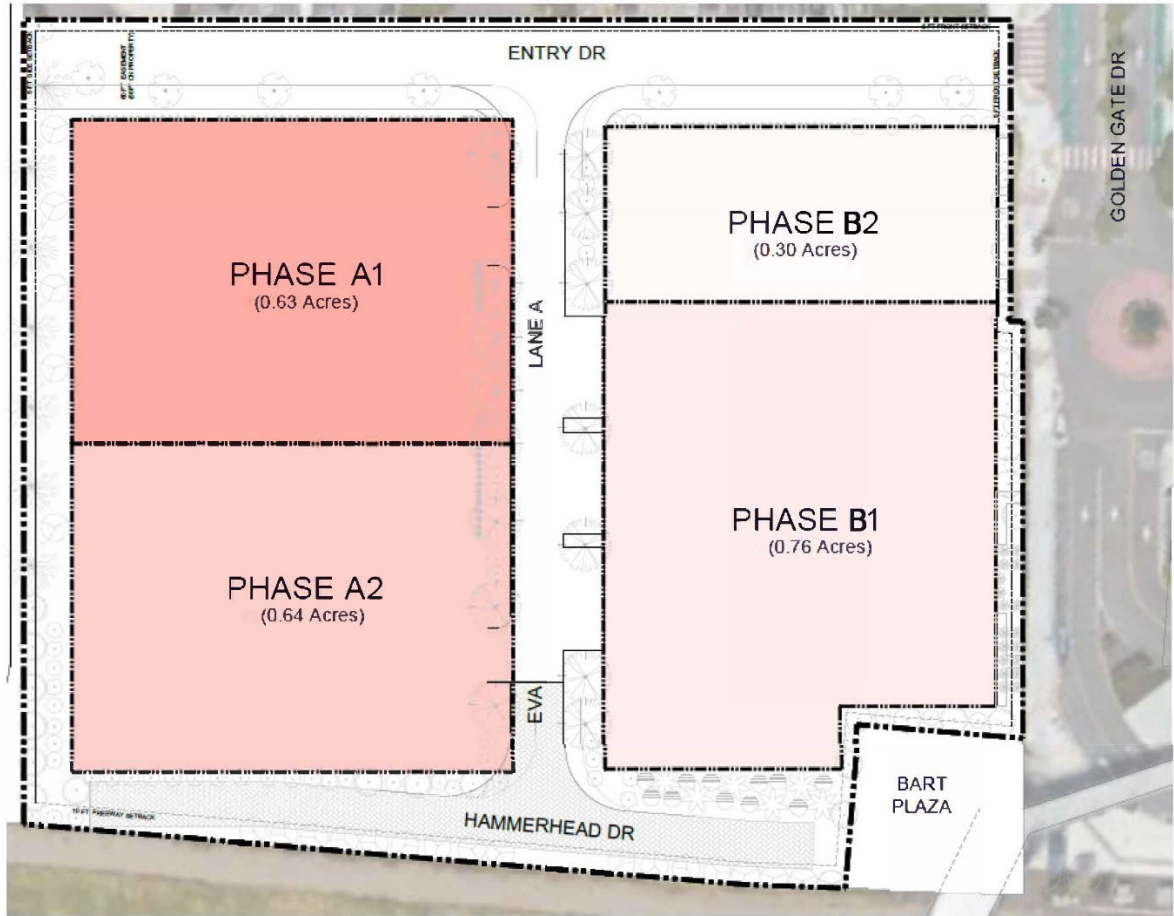
~~BRIDGE Dublin LLC,~~
~~a California limited liability company~~

~~By: BRIDGE Housing Corporation,~~
~~a California nonprofit public benefit~~
~~corporation, its sole member and manager~~

~~By:~~

~~Brad Wiblin, Executive Vice President~~

EXHIBIT A
PHASING MAP
[To Be Attached]



5258453.6



STAFF REPORT CITY COUNCIL

Agenda Item 7.1

DATE: September 21, 2021

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amador Station Community Benefit Program Agreement and Affordable Housing Assistance Agreement (PLPA-2021-00019)
Prepared by: Kristie Wheeler, Assistant Community Development Director and Hazel L. Wetherford, Economic Development Director

EXECUTIVE SUMMARY:

The City Council will consider approval of a Community Benefit Program Agreement and Affordable Housing Assistance Agreement with BRIDGE Dublin LLC for the development of 300 units of affordable housing on a 3.6-acre site located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan Transit-Oriented District. A Community Benefit Program Agreement is required in order to allocate units from the Downtown Dublin Specific Plan's Development Pool. The Site Development Review Permit for the project was unanimously approved by the Planning Commission on August 10, 2021.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Community Benefit Program Agreement and Affordable Housing Assistance Agreement Between the City of Dublin and BRIDGE Dublin LLC.

FINANCIAL IMPACT:

Funding to support construction of Phase A of the proposed affordable housing project will be provided from the City's Affordable Housing Fund, which includes fees paid to the City by developers to comply with the City's Inclusionary Zoning Regulation, and by Alameda County Measure A-1 Bond funds.

DESCRIPTION:

Background

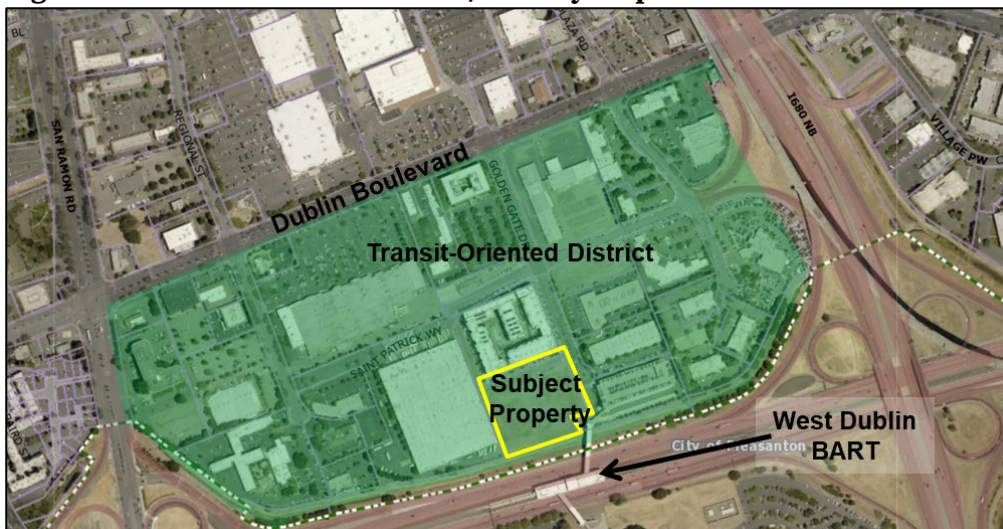
BRIDGE Housing is proposing a two-phase project on a vacant 3.6-acre site which is located adjacent to the West Dublin/Pleasanton BART station at 6501 Golden Gate Drive as shown in Figure 1. The property is bound by I-580 to the south, the future 499-unit Avalon West project (formerly the St. Patrick Way Residential project) to the west, the Connolly Station residential community to the north, and Golden Gate Drive to the east.

Figure 1. Location Map



The project site is located in the Transit-Oriented District of the Downtown Dublin Specific Plan (DDSP) as shown in Figure 2.

Figure 2: Transit-Oriented District/Vicinity Map



The DDSP identifies a pool of 2,500 residential units that may be constructed in the DDSP area. As part of the proposed project, the applicant is required to enter into a Community Benefit Program Agreement in exchange for using units from the Development Pool. Since the establishment of the pool, 783 units have been constructed, 499 units have been approved and 422 units have been reserved. There are 796 units remaining in the pool as shown in Table 1.

Table 1. DDSP Residential Development Pool

Project	Address	Units	Status
Total Units in Development Pool		2,500	
Connolly Station	7550 St. Patrick Way	309	Approved 2012 – <i>complete</i>
Aster (Bay West)	7544 Dublin Blvd.	313	Approved 2013 – <i>complete</i>
Valor Crossing (Eden)	6707 Golden Gate Dr.	66	Approved 2013 – <i>complete</i>
The Perch (Trumark Homes)	7144 Regional St.	60	Approved 2015 – <i>complete</i>
Avesta Development	7601 Amador Valley Blvd.	35	Approved 2016 – <i>complete</i>
St. Patrick Way	6700 St. Patrick Way	499	Approved 2018*
Regional Street (Eden)	6543 Regional St.	114	Reserved July 2020
Amador Station (proposed project)	Golden Gate Drive	308	Reserved April 2021
Total Approved/Reserved Units		(1,704)	
Remaining Units		796	

**Building permit currently under review and expected to be issued before the end of the year.*

On April 20, 2021, the City Council adopted Resolution No. 36-21 appropriating \$7.1 million from the City's Affordable Housing Fund and authorizing the commitment of \$2.9 million in Alameda County Measure A-1 funds to BRIDGE Housing for 136 units (Phase A of the proposed project). This came in response to BRIDGE Housing's Notice of Funding Availability proposal for the creation of affordable rental housing. In addition, the City Council authorized the reservation of up to 308 residential units from the DDSP Development Pool and provided feedback on the negotiated deal points for a Community Benefit Program Agreement. Upon submittal of the Site Development Review Permit application, BRIDGE Housing reduced the number of units to 300.

The City Council directed Staff to proceed with processing the project entitlements for consideration by the Planning Commission and prepare a Community Benefit Program Agreement for the City Council to consider.

BRIDGE Housing applied for and received Site Development Review Permit approval by the

Planning Commission on August 10, 2021, pending approval of the Community Benefit Program Agreement by City Council. The Planning Commission Staff Report is included as Attachment 4.

Proposal

BRIDGE Housing is seeking 300 units from the residential development pool. In exchange for this allocation, BRIDGE agreed to provide the following benefits to the City, which were outlined in the April 20, 2021 City Council Staff Report (Attachment 5), and are memorialized in the Community Benefit Program Agreement under consideration by the City Council:

- The applicant will build an affordable housing project in two phases. At a minimum, Phase A of the project will include 136 units (excluding two property manager's units) that are affordable to households earning an average of no greater than 43% area median income (AMI), and Phase B will include the remaining 164 units (excluding two property manager's units) that are 100% affordable and may include moderate-income units.
- The applicant will, upon occupancy of Phase A of the project, fully furnish, at its sole cost and expense a minimum of 41 units for homeless persons, persons at risk of becoming homeless, and persons with special needs, with appropriate appliances, furniture, and basic kitchenware/dishes.
- The applicant will, prior to occupancy of Phase A of the project, construct a warm shell of at least 2,200 square feet of a ground floor café or similar use in the project.
- The applicant will, prior to occupancy of Phase A of the project, provide plaza enhancements to improve pedestrian access to the connection of the West Dublin/Pleasanton BART station to the satisfaction of BART and the City Manager.
- Any affordable housing credits created by virtue of the construction of affordable housing for Phase A of the project (136 units) shall accrue to the City. Any affordable housing unit credits created by virtue of the construction of Phase B of the project (remaining 164 units) will be shared with the applicant to assist with the financing of the project, if needed. These credits will be limited to the applicable category from which they are created. If the credits are not needed to finance the project, then all the credits shall accrue to the City. Any credits the applicant receives will not be allowed for use within the DDSP area until the City has exhausted its own credits.

In addition to the Community Benefit Program Agreement, an Affordable Housing Assistance Agreement has been prepared for the project, which sets forth the terms of the City loan for Phase A and the affordable housing requirements for the project. Prior to issuance of building permits for each phase of the project, a Regulatory Agreement will be recorded establishing the affordable housing obligations and other requirements for operation of the

project and affordable units. The term of the Regulatory Agreement will be 55 years from the date the City issues a Certificate of Occupancy for the project.

The City Council Resolution approving the Community Benefit Program Agreement is included as Attachment 1, the Community Benefit Program Agreement is included as Attachment 2, and the Affordable Housing Assistance Agreement is included as Attachment 3.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create More Affordable Housing Opportunities

Objective A: Facilitate production of affordable housing for lower income seniors, workforce and special needs households by leveraging the Alameda County Measure A-1 Bond funds and the City's Affordable Housing Fund.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on June 30 and July 1, 2021, to provide Dublin residents with information about the proposed Amador Station residential project. No residents attended the meeting on June 30, and one resident attended the meeting on July 1 along with four members of the applicant's team. Staff provided a presentation that included an overview of the new Community Meeting concept, the City's development review process, and the proposed project. Questions were asked about proposed parking and on-site services available to address resident issues (e.g., substance abuse and/or mental health issues).

A Planning Application sign was posted on the project site and the project was also included on the City's development projects webpage. A copy of this Staff Report has been provided to the Applicant.

ATTACHMENTS:

- 1) Resolution Approving a Community Benefit Program Agreement and Affordable Housing Assistance Agreement between the City of Dublin and BRIDGE Dublin LLC.
- 2) Exhibit A to the Resolution – Community Benefit Program Agreement
- 3) Exhibit B to the Resolution – Affordable Housing Assistance Agreement
- 4) Planning Commission August 10, 2021 Staff Report (without attachments)
- 5) City Council April 20, 2021 Staff Report (without attachments)

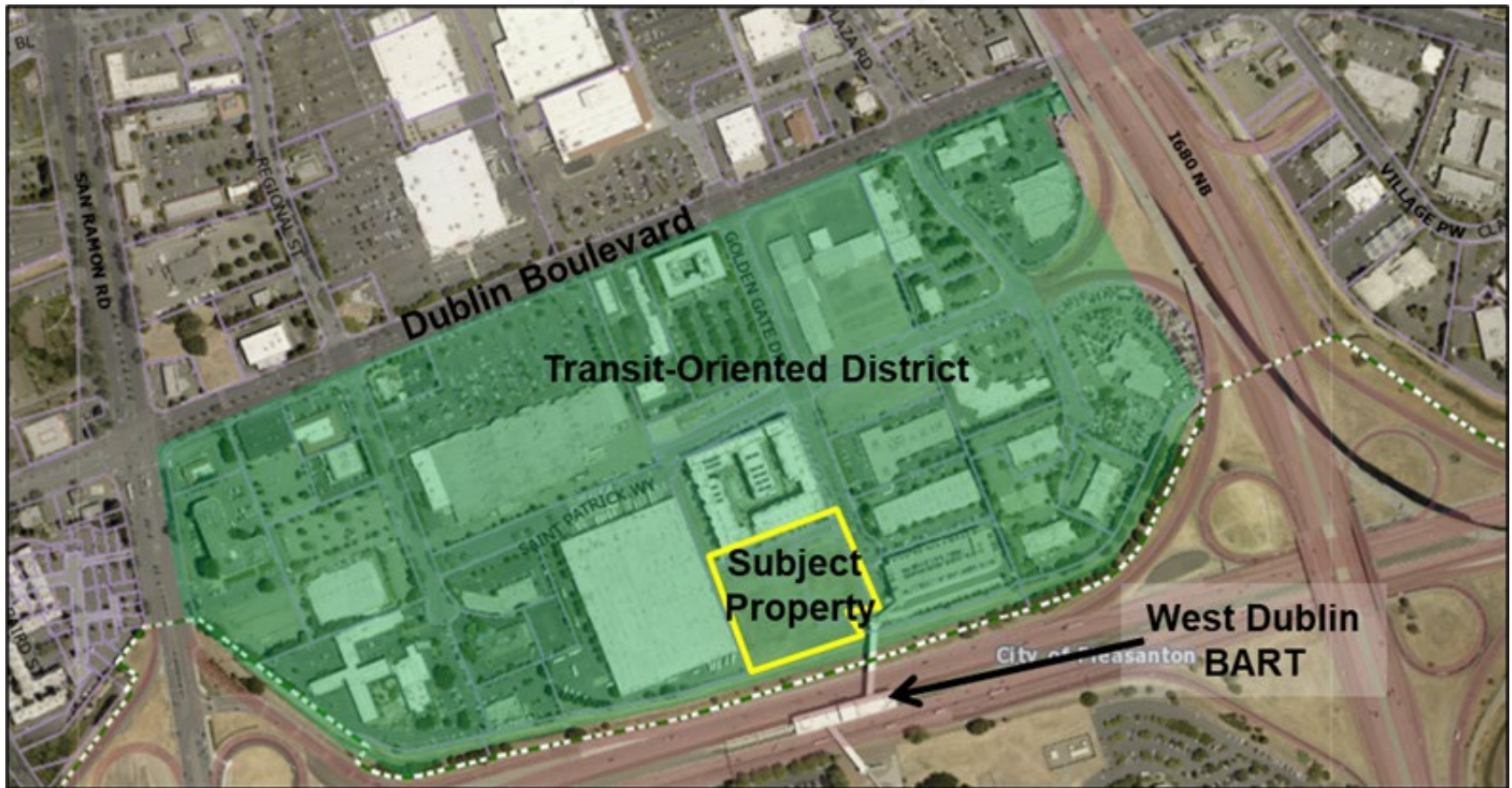


DUBLIN
CALIFORNIA

**7.1 - Amador Station First Amended and Restated
Community Benefit Program Agreement and
Amended and Restated Affordable Housing
Assistance Agreement**

February 21, 2023
City Council

Project Location



Background

- August 10, 2021 – Planning Commission
 - Approved SDR for 300 affordable units in two phases
- September 21, 2021 – City Council
 - Community Benefit Program Agreement (CBA)
 - Allocated 300 units from Development Pool
 - Affordable Housing Assistance Agreement (AHAA)
 - Allocated funds to first phase (136 units)
 - \$7.1M City Affordable Housing Funds
 - \$2.9M Alameda County Measure A-1 Bond Funds

Proposal

- Amend the CBA and AHAA:
 - Transfer Agreements to Related Companies of CA
 - Phasing and affordability
 - Timing of unit allocations from Development Pool
 - Allocation of Affordable Housing Funds and A-1 Bond Funds
 - \$4.3M Predevelopment Loan
 - \$3.3M Local Housing Trust Fund Grant

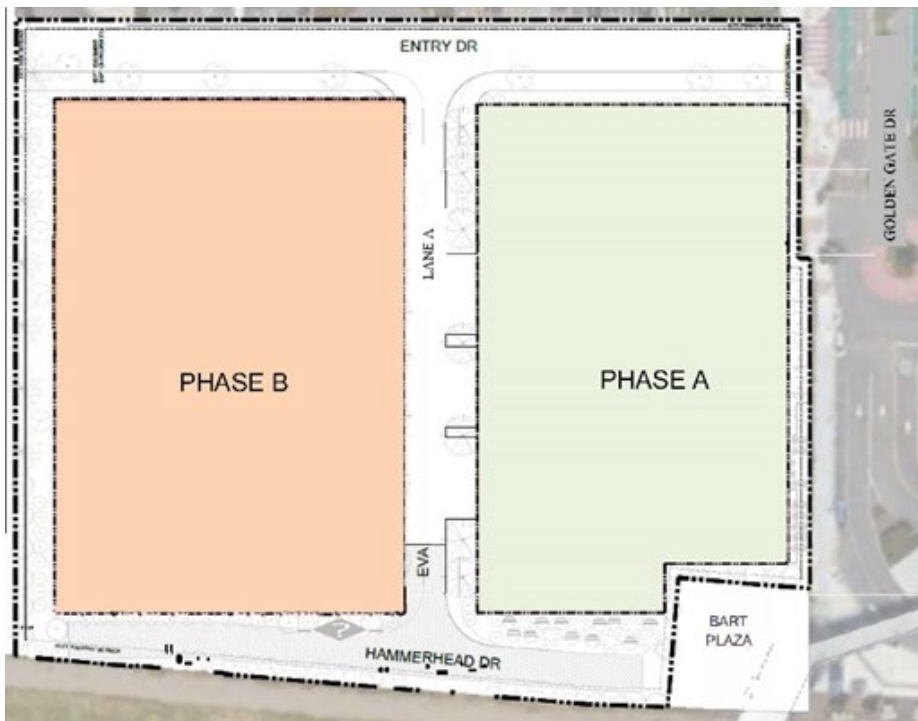
Project Phasing

Original Phasing Plan			Proposed Phasing Plan				
	Phase A	Phase B	Phase A1	Phase A2	Phase B1	Phase B2	TOTALS
Unit Count	136	164	80-90	76-86	52-62	74-84	300
City Affordable Housing Funds	\$7.1 M	\$0	\$3.4 M*	\$3.7 M*	\$0	\$0	\$7.1 M
County Measure A-1 Bond Funds	\$2.9 M	\$0	\$2.9 M	\$0	\$0	\$0	\$2.9 M
LHTF	\$0	\$0	\$1.6 M	\$1.7 M	\$0	\$0	\$3.3 M
Average Affordability per Phase	43% AMI	120% or less AMI	60% AMI	60% AMI	80% AMI	80% AMI	--

*Funds planned to be allocated to each phase on a pro rata basis.

Phasing Plan

Original Phasing Plan



Proposed Phasing Plan



Development Pool Allocation

- Subphase A1 – December 31, 2024
- Subphase A2 – 30 months from effective date
- Subphase B1 – 42 months from effective date
- Subphase B2 – 54 months from effective date
- Deadlines can be extended by City Manager

CBA Amendments

- Transfer Agreement to The Related Companies of California, LLC
- Revised phasing and affordability levels
- Unit allocation and timing from Development Pool
- Dog relief area moved from BART Plaza to project site
- Flexibility for Permanently Supportive Housing
- Cancellation clause added

AHAA Amendments

- Transfer Agreement to The Related Companies of California, LLC
- Negotiate long-term leasehold rights to property
- Revised phasing and affordability levels
- Flexibility w/ allocation of City loans to phases
- Flexibility w/ allocation of A-1 Bond Funds
- Ability to reallocate A-1 Bond Funds to another project.

AHAA Amendments

- \$4.3M Predevelopment Loan
- Flexibility for Permanently Supportive Housing
- Cancellation clause added

Recommendation

- Adopt the **Resolution** Approving the First Amended and Restated Community Benefit Program Agreement and an Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California, LLC.



DUBLIN

CALIFORNIA



STAFF REPORT CITY COUNCIL

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Community Charging Program Request from Dublin Chevrolet
Prepared by: Jordan Foss, Management Analyst II, and Andrew Russell, Public Works Director

EXECUTIVE SUMMARY:

The City Council will consider a request from Dublin Chevrolet to provide electric vehicle charging stations to the City through the General Motors Dealer Community Charging Program.

STAFF RECOMMENDATION:

Receive the report and take the following actions: 1) Authorize the City Manager to negotiate and enter into an agreement with Dublin Chevrolet to provide electric vehicle (EV) charging stations at a City of Dublin facility, subject to conditions, through the General Motors Dealer Community Charging Program; and 2) Authorize the City Manager to enter into a service agreement with FLO for EV charging services.

FINANCIAL IMPACT:

Based on conversations with the vendor, Staff expects that approval of the agreement and allowing the installation by Dublin Chevrolet of EV chargers will result in minimal financial impact to the City. Any additional unforeseen costs would be addressed through the City's Electric Vehicle Charging Stations Project (No. GI0219) in the adopted Capital Improvement Program (CIP). At the end of the five years, the City would assume maintenance and operation of the chargers. Certain ongoing costs would be offset by revenues received from fees charged to users of the charging stations.

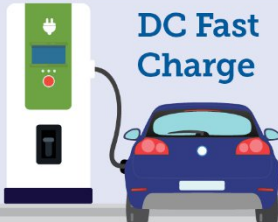
DESCRIPTION:

Background

On September 15, 2020, the City Council adopted the City of Dublin Climate Action Plan 2030 and Beyond (CAP 2030). CAP 2030 includes five strategies and 22 associated measures to reduce greenhouse gas (GHG) emissions to 40% below 1990 levels by 2030 and to put the City on the path to reach carbon neutrality by 2045. Reducing GHG-emissions from transportation is essential since transportation accounts for 60% of total GHG emissions in Dublin. CAP 2030, Measure SM-2, Develop an EV Infrastructure Plan, includes a goal to add 184 new publicly accessible EV chargers in Dublin by 2030 to meet the CAP 2030 goal of 33% EV ownership in Dublin by the same date. Staff is in the initial phase of developing the EV Infrastructure Plan to determine the optimal locations for and types of charging stations, the preferred ownership and maintenance model, and other factors to consider as EV infrastructure is built.

Electric Vehicle Chargers

EV chargers, also known as Electric Vehicle Supply Equipment (EVSE), are currently categorized as Level 1, Level 2, or Level 3. Level 3 chargers are also referred to as Direct Current (DC) Fast Chargers. The levels are defined by the operating voltage, which, along with the available electric current, determines how much power the charger can provide. The differences are illustrated below.

KNOW YOUR EV CHARGING STATIONS		
		
AC Level One	AC Level Two	DC Fast Charge
VOLTAGE 120V 1-Phase AC	VOLTAGE 208V or 240V 1-Phase AC	VOLTAGE 208V or 480V 3-Phase AC
AMPS 12–16 Amps	AMPS 12–80 Amps (Typ. 32 Amps)	AMPS >100 Amps
CHARGING LOAD 1.4–1.9 kW	CHARGING LOAD 2.5–19.2 kW (Typ. 6.6 kW)	CHARGING LOAD 50–350 kW
CHARGING TIME 3–5 Miles per Hour	CHARGING TIME 12–60 Miles per Hour	CHARGING TIME 60–80 Miles in 20 Minutes

The City currently has 17 publicly accessible EV chargers and has plans for an additional 15 to be installed this year at The Wave and Dublin Sports Grounds in accordance with the adopted Capital Improvement Program (Project No. GI0219). Additionally, certain City facilities have been constructed with infrastructure (conduits, pull boxes, and electrical panel capacity) that facilitates future EV charger installation. All existing and currently planned City EV charging stations are ChargePoint chargers and require users to use a ChargePoint account or app for service. The City’s

inventory of current, planned, and potential future publicly accessible EV chargers is summarized in the table below:

City of Dublin Publicly Accessible EV Chargers

Number of Level 2/Level 3 EV Chargers			
Location	Existing	Planned	Future Capacity
Civic Center Parking Lot*	0/0	8/0	0/0
Cultural Arts Center	0/0	0/0	1/0
Don Biddle Community Park	0/0	0/0	18/0
Dublin Sports Grounds	0/0	5/2	20/11
Fallon Sports Park	3/0	0/0	0/0
Heritage Park	4/0	0/0	0/0
Library	3/0	0/0	0/0
Public Safety Complex	5/0	0/0	0/0
Shannon Center	2/0	0/0	0/0
Wallis Ranch Community Park	0/0	2/0	0/0
Emerald Glen Park - The Wave	0/0	8/0	2/0
Total Existing & Planned	17/0	23/2	41/11

* - Civic Center Parking Lot improvements are currently in design and the number of planned and future EV chargers is subject to change depending upon available electrical capacity.

Dublin Chevrolet Request

In mid-December 2022, Staff was contacted by Dublin Chevrolet regarding their interest in installing EV charging stations in the community, particularly at a City of Dublin facility. In mid-January, Dublin Chevrolet provided additional information about their interest, which stems from the General Motors (GM) Dealer Community Charging Program.

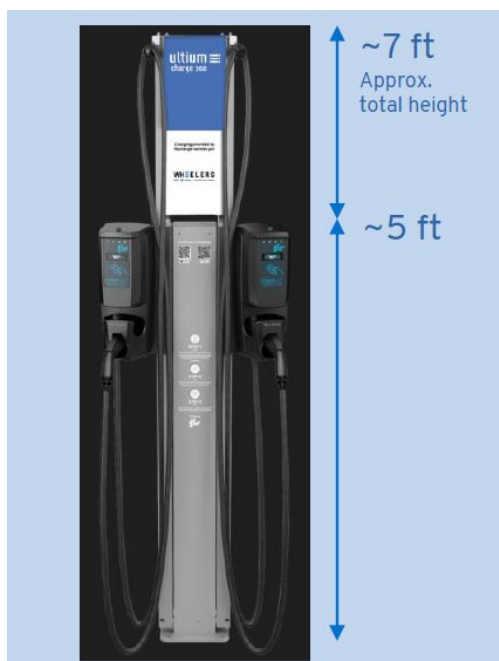
The GM Program was announced in late 2021 and seeks to install up to 40,000 Level 2 EV charging stations across the United States and Canada. According to an October 26, 2021 GM press release: "Through the Dealer Community Charging Program, GM will work with its dealers to deploy Level 2 charging stations (EVSE) at key locations in the dealer's respective communities, including workplaces, multi-unit dwellings, sports and entertainment venues and college and universities, among others. These stations will be available to all EV customers, not just those who purchase a GM EV."

Dublin Chevrolet has requested the City of Dublin allow installation of Level 2 chargers, made by FLO, at a City facility as part of the GM Program and in accordance with the GM Dealer Community Charging Guidelines (Attachment 1). Significant elements about Dublin Chevrolet's request are as follows:

- Quantity of Chargers – Up to 10 Level 2 FLO chargers (five dual-charger pedestals)
- Deadline for Installation – June 30, 2023
- Branding - Chargers include GM and Dealership Branding and must be approved by GM

- Charger Location – GM Approval and Dealer/Site Host Agreement Required
- Maintenance & Operation – Dealer provides first five years, Site Host responsible thereafter
- Electricity – Provided by Site Host
- Charging Fees – Determined by Dealer, Site Host with FLO service agreement
- Insurance – Site Host maintains general commercial liability at \$1,000,000 per occurrence
- Data Collection – GM may collect and share data supplied from the chargers

Sample FLO Level 2 Charging Station & Branding Panel



Installation Deadline

In accordance with California State Electric Vehicle Supply Equipment Standards, Level 2 chargers installed on or after July 1, 2023 shall have a credit card reader device on or near the charger that accepts credit card payment, and the charging service provider shall not require a subscription or membership to initiate a charging session. The FLO chargers provided in the GM Program do not have credit card readers. Therefore, the FLO chargers provided through an agreement with Dublin Chevrolet must be installed prior by June 30, 2023. GM has indicated that they have FLO chargers in stock and ready to ship. They estimated that it will require at least 10 business days to process an order, including printing dealer branding panels, and another 10 business days to ship the charger to the dealer. Before processing an order, the City and Dublin Chevrolet would need to enter into an agreement to allow the FLO chargers to be installed on City property.

Charger Location

Given the deadline of installation by June 30, 2023, the only City location that can accommodate the GM Program is Don Biddle Community Park, which has electrical panel capacity and conduit runs to accommodate up to 18 Level 2 chargers. Fourteen chargers can be accommodated in the parking lot along Horizon Parkway, in the northwest corner of the park. Four chargers can be accommodated in the parking lot along Columbus Street, near the El Dorado Lane driveway.

Electricity and Fees

As Site Host, the City would be responsible for the electrical service to the chargers and the additional electricity used will be paid as part of the park's overall energy bill. Fees collected from charger users can offset the cost of electricity and other charger ownership and maintenance costs. The City of Dublin Master Fee Schedule sets the EV charging station fee at \$0.32 per kilowatt hour (kWh), which is approximately the current rate the City is paying for electricity.

The GM Program allows the Site Host to collect fees for charging services, in accordance with a service agreement with FLO. The agreement terms currently include a 15% transaction fee that FLO collects from the customer. The remaining fee collected would then be distributed to the City quarterly as revenue.

Charger Installation and Construction

The GM Dealer Community Charging Guidelines (Attachment 1) indicates the Dealer is responsible for the cost of the chargers, which GM says is \$4,502 per dual-charger pedestal. This equates to a Dealer cost of \$22,510 for five dual-charger pedestals, the maximum the GM Program will deliver to the Dealer.

The GM Program requires the Dealer to work directly with the Site Host to negotiate and execute an agreement for placement of chargers on the Site Host's property. The GM Program Guidelines are flexible regarding the party responsible for the installation of the charger. The Dealer or the Site Host can be responsible for the permitting, inspection, and installation of the chargers. Based on preliminary conversations with Dublin Chevrolet, Staff expects that City costs would be limited to staff and City Attorney time negotiating and finalizing the agreement. The costs of plan preparation, design, permitting review, bidding, construction management, inspection permitting, and construction would be borne by the dealer. Should any additional, unforeseen costs arise from the project, Staff would utilize the budget provided in the Electric Vehicle Charging Stations Project, which is funded by the General Fund Reserve for Innovations/New Opportunities.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Infrastructure Maintenance and Reinvestment

Objective 3E: Continue to implement measures identified in the Climate Action Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) General Motors Dealer Community Charging Guidelines

Dealer Community Charging Guidelines



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2022 Dealer Community Charging Program Introduction

Program Goal

By collectively combining investments from GM, our Dealers, and community stakeholders, the GM Dealer Community Charging Program is designed to deploy up to 40,000 AC Level 2 destination chargers at popular locations and workplaces in local communities over the next few years. The GM Dealer Community Charging Program (“DCC”, “GM DCC” or this “Program”) provides the following benefits for the areas surrounding Dealers that choose to participate:

- / Accelerate charging infrastructure in publicly accessible areas within communities that lend to high dwell time (i.e. vehicles parked for a few hours or more) scenarios (e.g. sports/entertainment venues, campuses, hospitals, hotels, multi-unit dwellings, golf courses, country clubs, etc), with a focus on underserved areas, aka “charging deserts.”
- / Build on the relationships that GM Dealers have developed in their communities to grow charging infrastructure now to help accelerate EV adoption

Participation in the GM Dealer Community Charging Program is VOLUNTARY for those Dealers with an active and executed Chevrolet or GMC Electric Vehicle Models Participation Agreement. Likewise, all Cadillac Dealers in compliance with Cadillac’s EV readiness requirements are eligible to participate. Eligibility is determined in the sole discretion of GM.

Program Overview

Participating GM Dealers may be eligible to receive up to 10 AC Level 2 chargers.

- / Each GM Dealer, as defined by BAC, may be eligible to receive up to 10 chargers depending on GM’s remaining community charger inventory at the time a Dealer enrolls in the program. The chargers will be distributed on a first come, first serve basis, and every Dealer may not receive 10 chargers depending on charger availability.
- / Eligible location (site host) guidance may be provided upon request to help Dealer target ideal locations for chargers within their assigned geography. This guidance will give general areas of higher dwell time within a Dealer’s assigned geography, but Dealer will still need to receive express written approval from GM for the suggested location(s). The guidelines mentioned below in “Guidelines for ideal locations” will still need to be followed, despite the recommended locations. For example, there may be places within the suggested location that are not well lit, may not be visible from a road or parking lot, etc. The suggested locations simply imply that the desired dwell time for vehicles has been met, but could still be lacking in other requirements.

- / Approved third parties may take reasonable measures to ensure compliance with the Dealer Community Charging Program guidelines. GM reserves the right to amend, modify, suspend, or cancel this program in its sole discretion at any time.

Program Eligibility

Dealers with an active and executed Chevrolet or GMC Electric Vehicle Models Participation Agreement are eligible to participate in the GM Dealer Community Charging Program. Likewise, all Cadillac Dealers in compliance with Cadillac's EV readiness requirements are eligible to participate. The chargers will be allocated based on BAC, and each BAC will be eligible for up to 10 chargers, depending on availability at the time of enrollment. Dealers must be in compliance with all requirements to be eligible. Eligibility is determined in the sole discretion of GM.

This program is VOLUNTARY, and each Dealer must determine whether it wishes to participate in the GM Dealer Community Charging Program itself.

Program Enrollment

The open enrollment period for the 2022 GM Dealer Community Charging program for Participating Chevrolet Dealers is September 12th – October 12th, 2022 (subject to change at sole discretion of GM). GM Dealers will receive a GM Global Connect message at the start of open enrollment.

Dealers that wish to participate in the Program must complete the enrollment process. If you do nothing, you will not be enrolled in the DCC Program.

NOTE: There is no enrollment fee to participate in the GM Dealer Community Charging Program at this time. Eligible Dealers that do not enroll during the 2022 GM Dealer Community Charging open enrollment period will still have an opportunity to enroll in the program during open enrollment periods in subsequent years. Please contact your Zone Manager, Electric Vehicle Operations Manager (EVOM), or Electric Vehicle Retail Manager (EVRM) for details on how to enroll after the open enrollment period concludes.

Dealer Community Charging Online Enrollment Process

To enroll in the 2022 Program during the open enrollment period, follow these steps:

1. Go to GM GlobalConnect
2. Login (using current GC login/password)
3. Click on the Dealer Community Charging app within Global Connect
4. Review the 2022 Dealer Community Charging Guidelines and check the box to accept terms

Site Submission and Approval

Pre-approval, by GM in writing, is required before Dealer can start the installation process with its site host. Dealer will need to have a written agreement with the site host to allow installation

of chargers to take place, and will upload its site host address(es) and business name(s) along with proposed charger location(s).

Steps:

1. Go to GM GlobalConnect (link below)
<https://dealer.autopartners.net/portal/us/Pages/default.aspx>
2. Login (using current GC login/password)
3. Click on the Dealer Community Charging app within Global Connect
4. Type in all required information, including site host address, business name, and contact information
5. Upload official Dealer logo for purpose of branding on the charger pedestal
6. Upload proposed location of chargers, including photos and number of chargers to be installed at that location
7. Submit for approval (Will be reviewed by the EV Operations Manager for Chevrolet, Buick/GMC and by the Dealer Performance Manager Team for Cadillac standalone stores. The Dealer Community Charging team will be the final reviewer before the site is officially approved.) Once site host and charger location have been approved, Dealer must enter into separate agreement with Flo, who is the charging station operator (CSO). The CSO agreement shall consist of payment for the pedestal(s), cable management, operations & maintenance and networking for the chargers (for 5 years), warranty for 3 years (Dealer may request to up the warranty period to a maximum of 5 years at additional cost, if desired), and Dealer branding as described in the “Dealer participation cost” section below. The payment shall be made to Flo. Other terms and conditions may be agreed upon between Dealer and Flo as necessary. Flo will not ship the chargers to the Dealer until Dealer has paid Flo for its portion of the cost. Dealer will be required to store the equipment until installation occurs.

Dealer expressly consents and authorizes GM to use and share with third parties any data or other information submitted by Dealer to GM in connection with this Program for purposes reasonably necessary to the administration and operation of the Program as set forth in these guidelines.

Program Cost Responsibilities

See below for how program costs will be delegated:

GM: GM will pay for the cost of the AC Level 2 charger and shipping to the Dealer location.

Dealer: Dealer shall pay all costs associated with charger maintenance and connectivity to Flo for a period of five (5) years from the date of installation of the pedestal mount, 3 years of warranty (can extend warranty to 5 years at additional cost, if desired), cable management, and branding. See “Dealer participation cost” section for more details.

Upon expiration of this five-year period, Dealer agrees that it will either execute a cost sharing agreement with the site host ensuring continuity of the charger for the remainder of its useful

life, or if Dealer does not have such an agreement in place, Dealer agrees that it is Dealer's sole responsibility to ensure the charger is maintained and in good working order for the remainder of its useful life (not to exceed 10 years). Dealer agrees to ensure removal of the charger should it no longer be maintained, or if it becomes inoperable for any reason.

Dealer Participation Cost

Each Dealer will be provided up to 10 chargers during the program, based on BAC code.

Note: Please see Figure 3 for a picture of how the chargers will be configured at the site host location, shown in the dual side by side configuration (i.e., two chargers to one pedestal). Therefore, if a Dealer elects to get 10 total chargers, this will result in 5 dual side by side charging configurations.

Each Dealer that elects to participate in the program will be solely responsible for the cost of each dual side by side pedestal. The estimated price for a single pedestal is shown below. If, for example, the Dealer elects to receive 10 total chargers, then the Dealer agrees that it will purchase 5 pedestals at 5 times the cost shown below.

In addition to the cost of the pedestal(s), each Dealer that elects to participate in the program shall also be responsible for 5 years of global management services plus 3 years of warranty plus services for each dual side by side charging system, the cost of which is shown below.

- ✓ Core+ pedestal mount for chargers – \$480
- ✓ Core+ pedestal anchor kit – \$96
- ✓ Core+ bracket, side by side configuration (1 bracket per side – 2 total) – \$250
- ✓ Cable management system for wall and pedestal mount – \$766
- ✓ Dealer Branding (2 signs, front and back of pedestal) (Dealer will have ability to advertise on the pedestal per program guidelines.) – \$330
- ✓ Global management service for 5 years (i.e. charger networking & maintenance) (for 2 chargers on one pedestal, \$300 per year) – \$1,500
- ✓ Warranty Plus for 3 years (for 2 chargers on one pedestal, \$360 per year) – \$1,080

Total Dealer participation cost = \$4,502 per dual side by side pedestal. Therefore, for 10 chargers (i.e., 5 dual side by side pedestal charging stations), the total Dealer investment would be approximately \$22,510. Payment for these costs will be made directly by each participating Dealer to Flo.

Charger Distribution

Each Dealer may be provided up to 10 chargers total for the duration of the program, based on BAC code and depending on community charger inventory. Dealers need to select an even number of chargers up to the 10 total (e.g. 2, 4, 6, 8, or 10). If demand exceeds supply for chargers, and if the Dealer receives less than the requested number of chargers, the Dealer may

enroll in the following year's open enrollment period to request the remaining balance of chargers, not to exceed ten (10) total chargers for the duration of the program.

For example, if the Dealer requested a total of 10 chargers in an enrollment period, and the maximum number of chargers received is six (6) (e.g. due to increased charger demand, supply chain constraints, or any other factors), the Dealer will be able to request the remaining four (4) chargers during the next enrollment period the following year. The program is slated to run through 2025, but may be extended, modified and/or enhanced per GM discretion.

Chargers shall be mounted in the dual pedestal format (i.e. two chargers to one pedestal). The minimum number of chargers for a selected location is two. Having at least two charging stations in any one location better promotes to customers that charging is available verses only having one standalone charger.

Eligible Locations and Location Guidelines

Dealers must select locations to install chargers only within their Area of Primary Responsibility (APR) for Single Dealer Area Dealers or in the Dealer's Area of Geographic Sales and Service Advantage (AGSSA) for Multiple Dealer Area Dealers. If the Dealer has more than one GM brand, then it will default to its smallest divisional AGSSA for Multiple Dealer Area Dealers.

For example, if a Dealer has executed a Dealer Sales and Service Agreement for Chevrolet and another Dealer Sales and Service Agreement for Cadillac, and the Chevrolet AGSSA is smaller than its Cadillac AGSSA, the Chevrolet AGSSA will be the determining territory in which to choose an appropriate site host(s).

A Dealer may not install the chargers it receives through the DCC program on Dealer premises, Dealer owned or affiliated businesses (without express permission of GM), or any location used exclusively for residential purposes. Note that this does not exclude locations designated for mixed use development (e.g., a building with ground floor retail and residential units on the higher floor). An exception may be granted for prominent multi-unit dwellings without ground floor retail, provided the building has high visibility and may be key locations in more urban settings.

Recommended locations include, but are not limited to:

- / Schools/Universities/Colleges
- / Hotels
- / Mixed use multi-unit dwellings
- / Sports and entertainment venues
- / Parks
- / Grocery stores
- / Shopping Malls
- / Workplaces
- / Golf Courses
- / Country Clubs

Guidelines for Ideal Locations:

- / Chargers must be in a well-lit area and easily accessible
- / Must be compliant with the Americans with Disabilities Act (ADA) and provide appropriate accessibility.
- / Must be visible from a road or parking lot (if chargers are placed in the back of a grocery store, stadium, &/or shopping mall, the chargers need to be visible. If the back of the location only has a small strip of asphalt, and no other throughput, or is backed by a visual barrier (e.g. fence), then that location wouldn't be eligible. If, however, the back of the building has wide visibility and accessibility, then the location may be acceptable.)
- / Location should not have any non-DCC program chargers installed on the premises (e.g. Tesla Superchargers, other existing chargers). Note: If there are already chargers present at a site host location, an exception may be made on a limited basis in the sole discretion of GM.
- / Chargers should ideally be placed in areas that don't currently have access to charging stations (aka "Charging Deserts").
- / Customer will ideally park his/her vehicle at these locations for a few hours or more. Dealer must ensure that such activity is permissible.
- / Chargers will be set up in the dual pedestal format (e.g. two chargers to one pedestal)
- / Ideal setup for the dual pedestal format includes having parking spaces that back up to a curb &/or grass area. See Figure 1 below for more details.

Note: GM reserves the right to either approve or reject a site host submission at its discretion.

The Dealer is solely responsible for complying with all applicable laws and regulations relating to sites, or advertising at locations. This includes any notice requirements required under state law. It is the responsibility of the Installer and the Site Host to obtain any necessary permit(s) or license(s) and assume liability for Dealers' participation.

Note: Cooperation and collaboration with states, municipalities, and local utilities is encouraged to target best locations, provided they meet the criteria described above.

Minimum Site Host Requirements

Each participating Dealer shall work directly with the site host to negotiate and execute a written and mutually agreeable contract governing the placement of chargers on the site host's property ("Site Host Agreement").

The Site Host Agreement must include language substantially similar to the following terms:

1. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, Site Host hereby grants an irrevocable license to General Motors LLC ("GM"), the GM Dealer, Charge Station Operator ("CSO"), and installer (CSO and installer may be the same entity) (collectively, "Licensees") permitting the Licensees, during reasonable hours, the right to enter, without notice, upon the

Site Host's property for any purpose related to the installation, inspection, repair, removal, and/or maintenance of any charger provided in connection with the Dealer Community Charging Program.

2. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, the Site Host shall maintain commercial general liability insurance against personal injury, bodily injury, and property damage in an amount not less than \$1,000,000 per occurrence.

3. Chargers shall be installed in the dual (side-by-side) format substantially similar to either Figure 1 or Figure 2 below. It is recommended, but not required that Site Host mark (e.g. paint) and enforce the parking spaces as "EV Parking Only." Chargers must be in a well-lit area and easily accessible, as well as compliant with the Americans with Disabilities Act (ADA) and provide appropriate accessibility.

4. For the first 5 years following installation of a charger provided in connection with the Dealer Community Charging Program ("Charger"), the Dealer shall be responsible for the cost of operation, repair, and maintenance of the Charger. For the following 5 years, the Site Host shall be responsible for these costs, up to the useful life of the chargers (estimated to be 10 years).

5. For the duration of the life of the charger(s), the site host shall provide reasonably safe and adequate facilities for EV electrical charging services, as site conditions require. For example, site conditions may require that the charger(s) be installed in suitable enclosures and shall be protected from accidental contact by unauthorized personnel, or by vehicular traffic, or by accidental spillage or leakage from piping systems. As further example, this may also require the use of bollards in front of the chargers and/or wheel guards as necessary.

6. The Site Host may be able to monetize the chargers. Dealer and Site Host are responsible for complying with any applicable federal, state, and local laws, regulations, and taxes governing the providing of charging to the public, whether given as a free service or charging the consumer. Dealer and Site Host should consult with their respective tax advisors and/or attorneys, as necessary.

7. Site Host shall be responsible for the cost of installation of any charger provided in connection with the Dealer Community Charging Program as well as the removal of any such charger. The removal of the charger may be required in GM's sole discretion if it is broken or after the useful life of the charger (estimated at 10 years), whichever occurs first. Site Host further agrees that removal of a charger shall be conducted in a safe and professional manner, and in accordance with all applicable local, state, and federal laws and regulations. The charger must then be properly disposed of (preferably recycled).

8. Site Host (or any other party) may not rebrand the chargers for any reason unless GM, in its sole discretion, agrees to the change in writing.
9. Site Host and Dealer provide their express, written consent that Dealer, Flo, any other third-party vendor chosen by GM and reasonably necessary for this program, and GM may collect and share all data supplied from the DCC chargers, as needed and required.
10. Site Host and Dealer cannot obligate or bind GM to any additional obligation or responsibility not specifically identified by this program guide or otherwise agreed to in writing.
11. Site Host and Dealer may not resell any equipment provided by GM as part of this program. All equipment must either be returned to GM, recycled, or disposed of properly.
12. Site Host and Dealer may only use trademarks, trade dress, and branding approved by GM. Site Host and Dealer may not authorize any other party to use any GM trademarks, trade dress, or branding.

Figure 1

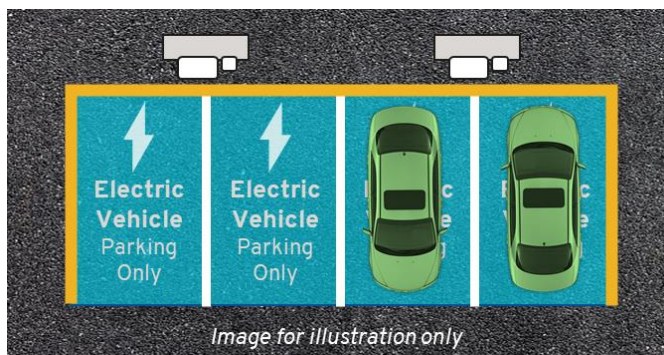


Figure 2



Indemnification for Claims related to Site Host Property

By enrolling in this program, Dealer expressly and unconditionally agrees to indemnify and hold General Motors LLC (“GM”), its parent companies, subsidiaries, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of any claim or lawsuit involving personal injury, bodily injury, property damage, failure to comply with federal, state, or local laws or regulations, tax, or any other type of claim related to any charger installed in connection with the site host agreement.

Cost for Install and Potential Electricity Upgrades

Dealers must ensure site hosts understand that installation costs and potential electrical upgrade costs, can vary widely. An electrical upgrade may occur if the ampacity of the existing site host facility is not enough to cover the charging stations installed.

Dealer Community Charging Roles & Responsibilities

Installer Qualifications

Dealer and site host must procure a qualified installer, provided the parameters below have been met, and Flo has vetted and approved. While a Dealer may use any qualified installer of its choosing, GM may make available a list of potential installers. Flo may also act as a qualified installer, if desired by the Dealer. Dealer is responsible for ensuring all laws, regulations, and permitting requirements are met for installation.

For any person, including third-party installers, who provide any part of the Installation Services, the following are minimum requirements that must be met. Flo will ensure the third-party installer meets the requirements specified below:

- / Verification that the installer possesses proper licenses as an electrical contractor in the jurisdiction in which installer will provide Installation services.
- / Completion of a criminal background check by a reputable organization (as determined by GM), demonstrating that the Dealer satisfies the background check criteria generally used by GM in Bulletin 15-03.
- / Personalized certificates of insurance issued by the Installer’s insurance carriers, in the following coverage amounts:
 - o \$1 million General Liability;
 - o \$1 million Automotive; and
 - o \$1 million Workers Comp (as required)
- / Agreement to provide in the contracts with Customers a warranty on parts and labor (exclusive of the charging station itself) for all Installations for one year from the date of the Installation.
- / Installers agree to insure their work in their contracts with Customers.
- / Installers must comply with all laws, regulations, and permitting requirements necessary for installation.

Marketing and Advertising

Dealers are required to follow GM's individual brand guidelines and naming bulletin for advertising on the chargers. For example, if the Dealer is Chevrolet, then it will follow Chevrolet's brand guidelines. Dealer reference and retail signature is limited to GM divisions. GM is responsible for coordination and approval of Dealer names on the submitted logo for advertising purposes.

Advertising on the charging stations, pedestal, or any other part of the charging infrastructure itself will be reserved for the Dealer, GM's Ultium brand, and Flo. Site host will not be able to advertise on the charging station, pedestal, or any piece of the charging infrastructure.

The Dealer must submit its logo via the Dealer Community Charging enrollment process, subject to GM's individual brand advertising guidelines, and its logo will be placed on the pedestal right above the charging stations, as shown below in Figure 3. The Dealer must use its officially approved Dealer name (e.g. ABC Chevrolet rather than ABC Auto Group) that complies with GM 21-10 "GM Dealership Naming Convention Policy". The branding will be placed on a sign, and the sign will say "Charging provided by [DEALER NAME/LOGO]". The plaque will be shipped to the Dealer along with the charging equipment. Note: The charging equipment includes the charging stations, pedestal, cable management, and Dealer advertising sign.

Advertising sign requirements: Signage must say "Charging provided by [DEALER NAME/LOGO]". The sign will be provided through Flo, and it will be placed in the area depicted by the arrow in Figure 3 below. If the Dealer terminates its dealership, the sign will need to be removed by the Dealer from the charging pedestal. Dealer can work with the site host and have the site host remove it, as needed. If the Dealer changes its official name, a new sign will need to be ordered.

If the Dealer sells its dealership, signage must be removed by the selling Dealer. The new Dealer may have the option to add a sign on the charger, provided it meets the exact requirements listed above. The Dealer may go through Flo for the advertising sign, or may procure a sign from another vendor, provided it meets the program requirements. Please see Figure 3 below for how the Dealer advertising will look. If buying dealer does not provide compliant signage, selling dealer and buying dealer both remain jointly and severally liable to remove the chargers, signage, and pedestals.

Figure 3



Source: GM Design Simulated images shown. Actual production model may vary.

Charger Specifications

The charger recommended for this program will be hardwired, with a maximum power output of up to 19.2kW (80 amps). The charging connector will be SAE J1772 Type 1. Please contact Flo for additional information.

This optional program requires the Flo chargers pictured above in Figure 3 and needs to be on the Ultium Charge 360 network. It also needs to use Flo's pedestal, cable management, and networking and maintenance package, as described in the guidelines. Dealer will not be able to shop around for a different pedestal, cable management, and operations and maintenance

package, as that may add significant risk to the viability of the charging station setup as a whole. Flo will not entertain other pedestal and cable management products, as it adds significant risk to the overall charging station setup.

Chargers will be a part of the Ultium Charge 360 network and will have appropriate signage. Ultium Charge 360 is GM's holistic charging approach, and may integrate charging networks, brand mobile apps, and other products and services.

Charge Station Operator

Dealer must require that all site hosts utilize Flo as a dedicated charge station operator (CSO). As Flo's charger is utilized for a site installation, then Flo must manage the backend system and maintenance. This will create an ecosystem of chargers allowing customers to see real time charger data. Flo will ensure these stations are connected and accessible in the myBrand app for GM electric vehicle owners, and the Ultium version of the app for non-GM electric vehicle owners.

The Dealer needs to ensure in its written agreement with the site host that it requires the use of GM's preferred CSO Flo, for maintenance and connectivity. The Dealer will be paying for the first five (5) years of maintenance and connectivity (service and networking) before the chargers are shipped to the site host, so the site host will be required to utilize Flo's services.

The site host needs to understand that it will be responsible for the maintenance and connectivity AFTER the initial five (5) years, to continue to keep the chargers in operable condition to reflect positively on its brand, the Dealer, GM, and Flo. It is strongly encouraged that the site host continue to utilize the services of Flo, to ensure continuity with the program.

End of Charger Life Details

The useful life of the chargers is estimated at 10 years, and site hosts may continue to work with Flo and purchase new chargers after the useful life of the original chargers. If the site host desires to discontinue the program after the initial useful life of the chargers (estimated at 10 years), it shall be responsible for the cost of removing the chargers, as necessary.

Dealer must remove any charger if it is broken or after the useful life of the charger. Site host must agree that removal of a charger shall be conducted in a safe and professional manner, and in accordance with all applicable local, state, and federal laws and regulations.

GM may utilize a third-party vendor(s) to periodically audit the charging stations to make sure they are in good working condition. If the charging stations are found to not be in good working condition, GM reserves the right to require removal of the charger(s) at the site host's expense if the program guidelines are not followed.

Cancellation

Dealers may enroll and subsequently decide to cancel participation in the Program during the open enrollment period. However, Dealers that enroll during the open enrollment period and then

elect to withdraw from the Program after the enrollment period concludes will not be allowed to participate for the duration of that particular Program year (e.g. 2022) from that point forward.

For example, if a Dealer cancels its participation in the Dealer Community Charging Program in September 2022, it will not be eligible to re-enroll until the subsequent program year (2023).

Reviews and Audit

It is the Dealer's responsibility to correctly report all documents for the Dealer Community Charging program, to ensure compliance with these rules, and to retain records sufficient to verify the work being performed. Any errors or discrepancies must be resolved by the Dealer within 30 days after the document is approved. Examples of errors or discrepancies include, but are not limited to:

- Incorrect site host
- Wrong images uploaded
- Site host changed
- Errors in the agreement

The Dealer will be responsible for the first five (5) years of the program, as it will pay for the items mentioned in the "Dealer Participation Cost" section. After that, the burden of responsibility will be on the site host per the "End of Program Life Details" section above.

Also mentioned above, a third-party audit company (e.g. ACV Auctions Inc) may help administer the audit process to make sure the charging stations are in good working condition.

Tax Liability

Dealers are responsible for any federal, state or other tax consequences associated with the participation in the GM Dealer Community Charging Program or any federal, state, or local incentives received for the program. Dealers are urged to consult with their own accountant or tax advisor regarding tax issues under applicable laws.

Amendments/Terminations

GM has the right to amend, terminate, or cancel the GM Dealer Community Charging Program upon 30 days' prior written notice to all affected participating Dealers. Amendments are not effective unless they are in writing in formal DCC Program Guidelines published by GM. Upon receipt of notice from GM of a material change in the DCC Program, affected participating Dealers may withdraw by written notice to GM within 15 days of their Dealers' receipt of the change.

Termination will be effective thirty (30) days after receipt of written notification unless additional time is needed to meet existing obligations.

Dealer Suspension or Termination

GM reserves the right to suspend a Dealer from participating in the GM Dealer Community Charging Program or to terminate any Dealer's participation in DCC, under the following guidelines:

- / The Dealer or any of its Site Hosts violates any rule(s) of DCC; or
- / A Dealer or any of its Site Hosts engages in conduct that is deceptive or fraudulent, or not in compliance with any federal or state law or regulation. GM's decision will be final in all matters related to the interpretation of program rules and guidelines.

In the event a Dealer is suspended from participating in the DCC, Dealer must reimburse GM in the amount of the value of each charger provided to Dealer in connection with the DCC as of the date of suspension. The value of a charger will be calculated using a straight-line depreciation method over a period of 10 years, with a starting value of \$2,000 in year one, and a salvage value of \$0 in year 10. In other words, the value of a charger in any year during its useful life is \$2,000 per charger less \$200 per year post installation.



DUBLIN
CALIFORNIA

Community Charging Program Request from Dublin Chevrolet

February 21, 2023

Background

- Dublin Chevrolet request to install electric vehicle (EV) chargers at City facility as part of General Motors Community Charging Program
- Climate Action Plan 2030 & Beyond
 - Measure SM-2, Develop EV Infrastructure Plan
 - Publicly Accessible EV Charger Ports
 - Existing in 2020 – 120
 - Minimum Goal: 2025 – 188 and 2030 – 304
- Currently 17 publicly available EV chargers at City Facilities, 15 chargers in contract

GM Community Charging Program

- Up to 40,000 Level 2 EV Chargers
 - Accelerate EV adoption across US & Canada
 - Enhance experience for GM EV owners
- GM Program - EV Chargers by FLO
 - Up to 10 Level 2, Dual Pedestal Format
 - GM (Ultium) and Dealer Branding
 - Payment through FLO app. No Credit Card.
- GM, Dealer, Site Host, EV Service (FLO)

Dealer & Site Host

- Agreement required
- Dealer – first 5 years of O&M with FLO
- Site Host – O&M years 6 through 10
- Site Host provides location and electricity
- Charging Fees - set by Site Host
- Data Collection – GM may collect station data

Site Location & Installation

- Installation Deadline – June 30, 2023
 - State Electric Vehicle Supply Equipment Standards
- Don Biddle Community Park
 - Level 2 EV charger ready – 18 parking stalls
- Design/Permitting/Installation Responsibility

Recommendations

- Authorize the City Manager to negotiate and enter into an agreement with Dublin Chevrolet to provide EV charging stations at a City of Dublin facility, subject to conditions, through the General Motors Dealer Community Charging Program; and
- Authorize the City Manager to enter into a service agreement with FLO for EV charging services



STAFF REPORT CITY COUNCIL

Agenda Item 8.2

DATE: February 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Informational Report on the Sister City Program
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will receive a report on the Sister City program.

STAFF RECOMMENDATION:

Receive the report and provide direction, as necessary.

FINANCIAL IMPACT:

None.

DESCRIPTION:

This item is in response to a November 1, 2022, Item 9 request for information regarding reinvigorating the sister city program.

Background

Sister Cities International defines sister city relationships as formal long-term partnerships between two communities in two countries. These partnerships often seek to enhance trade, business, educational, and cultural exchanges between the two communities. Sister cities are typically identified by finding commonalities between each city regarding their histories, economies, or other characteristics.

In 1987, the City of Dublin became a member of the Dublin Sister City Association (DSCA), an organization that focused on developing and maintaining a sister city relationship with Bray, Ireland. While the City has partnered with Bray, County Wicklow¹, Ireland for over the last 35 years, there is no formal sister city agreement between the two.

¹ Nothing precludes a City and a County from forming a “sister community” relationship.

In 2000, the City Council established a Council Subcommittee to investigate expanding the Sister City Program and finding opportunities for trade with an additional sister city.

In September 2006, at the request of the DSCA, the City formalized a sister city relationship with the City of Jinhua City, Zhejiang Province, the People's Republic of China on September 29, 2006. This agreement expired in 2011.

The City has been a member of the Sister City International (SCI) organization since 2000. SCI is a non-profit organization which serves as the national membership organization for individual sister cities, counties, and states across the United States. The organization serves as a resource for developing and strengthening sister city relationships. Each year the Mayor appoints a member of the City Council to the Sister City International Committee; for 2023 it is Councilmember Josey with Councilmember Hu as an alternate.

Sister City Program Structures

Sister city relationships are often developed through the work of volunteers in a community. These individuals usually work collectively under informal associations or non-profit organizations (e.g., DSCA) with the mission of establishing sister city relationships. Similarly, other community institutions like chambers of commerce or visitor bureaus may develop subcommittees to develop sister city relationships. In both cases, a city will usually have an elected representative who is involved and represents the city's interests.

Most cities rely on non-profit organizations and community volunteers to manage their sister city programs. Alternatively, a City may establish a formal commission whose work plan entails developing and maintaining sister city relationships and programs. Locally, the Cities of Millbrae and Milpitas have such commissions. Similarly, the City of Menlo Park established a city committee to develop a sister city program. After five years of this work, the committee transitioned to a non-profit organization which manages their sister city program today.

Sister City Programs

Sister city relationships vary according to the mutual interests of the two communities and can yield a variety of exchanges and programs which foster institutional and individual relationships. Sister Cities International lists the following as potential programs achieved through sister city relationships:

1. Arts and Culture Exchanges
 - a. The two communities come together to share different forms of music, art exhibits, gardens, and cultural events with the goal of experiencing and exploring each other's culture as an international community.
2. Youth and Education Exchanges
 - a. These include student exchanges, virtual exchange programs, and sports tournaments.
3. Business and Trade Exchanges
 - a. These exchanges seek to develop relationships between local businesses in each community, potentially opening new markets and opportunities for partnerships.
4. Community Development Exchanges

- a. These types of programs can include city to city information and best practice sharing, donations of surplus property (i.e., fire trucks), fund raising for natural disasters, and donation drives to support schools.

Revitalizing a Sister City Program

In recent years, the City's population has grown, incorporating a variety of races and ethnicities which comprise the Dublin community. These changing dynamics present an opportunity for entering new sister city relationships and revitalizing the DSCA.

Sister Cities International provides best practices for establishing as well as revitalizing a Sister City Program. According to SCI, it is essential that there are at least 8-10 community volunteers who are willing to commit the time, effort, and resources to develop a long-term relationship with a sister city. These individuals, in concert with the City, must identify the program goals, objectives, roles, and responsibilities for a local sister city program. Locally, the DCSA could serve as the mechanism for organizing community volunteers to help with this revitalization work.

Forming New Sister City Relationships

The process of forming new sister city relationship requires time (upwards of two years) and commitment from the local sister city organization. After identifying the program goals and objectives, the organization should identify a framework for identifying potential sister cities. SCI recommends that communities look for cities with similarities, such as population size, geographic qualities, economies and industries, academic and cultural institutions, and pre-existing relationships or historical connections. SCI can help facilitate this process by serving as a clearing house for potential sister cities through their "City Connection Marketplace" which helps with making the connections.

Once a potential sister city is identified, the local organization can work to develop lines of communications to establish an initial relationship. With an initial relationship, the local organization can work with the potential Sister City to scope and develop a workplan and goals for the relationships. The parties may wish to test the relationship through pilot projects under a less formal "Friendship City" Agreement. Following this, should the parties decide to proceed with a formal relationship, the entities develop a partnership agreement to formalize the sister city relationship and begin the process of implementing various programs and exchanges outlined in the workplan.

Local Sister City Examples

According to Sister Cities International, 79 California cities have with sister city relationships with 356 total cities worldwide. Locally, Alameda County and the Cities of Alameda, Berkeley, Danville, Hayward, Livermore, Oakland, Pleasanton, and Union City have some form of a Sister City Program. Their sister city programs are each managed by some form of a non-profit association.

The Town of Danville has established a "Friendship City Policy" which outlines the criteria for considering a Friendship City. It also stipulates that a "Danville-based non-profit sponsor must coordinate the activities and engagements needed to maintain a sustainable partnership with the proposed Friendship" and that no Town funds are used for travel, lodging, meals, or gifts relating

to a Friendship City Partnership. Danville has a Friendship City agreement with New Ross, County Wexford Ireland which was established in 2018 and the relationship is managed through the Eugene O'Neill Foundation, Tao House.

The City of Livermore has three sister city relationships. The Livermore Yotsukaido (Japan) Sister City Organization was established in 1988 and coordinates a middle school student exchange program. They have also hosted fundraising dinners and cultural programs. The Lawrence Livermore National Laboratory originally sponsored Livermore's Sister City Relationship with Snezhinsk, Russia, however this relationship has stalled due to the Russian invasion of Ukraine. Their third sister city relationship with Quetzaltenango, Guatemala has not been active in recent years. The City has no direct involvement with these sister city associations, nor provides any funding to support their activities.

The City of Pleasanton has two Sister City affiliations, which are both managed by local non-profit organizations, like the Pleasanton Tulancingo (Mexico) Sister City Association. This Sister City Program consists of hosting annual events and fundraisers like their Cinco De Mayo festival; sending delegations to visit each other's city; and coordinating their High School Exchange program. The Pleasanton-Livermore Fire Department has also donated surplus fire trucks to the Tulancingo.

Pleasanton's other sister cities include Blairgowrie, Scotland and Fergus, Ontario whose relationship is managed by the Pleasanton-Blairgowrie-Fergus Sister Organization. This group plans several annual events including dinners, fundraisers, and has historically provided scholarships to students pursuing Scottish studies.

The City of Pleasanton does not provide funding nor participate in the management of their local sister city associations. Elected Officials from the City will, however, participate in various events when invited.

Conclusions

With the DSCA, the local infrastructure is in place to revitalize local sister city program activities. Through the proactive recruitment of additional interested community members by DSCA, the association could explore potential new sister city relationships which reflect the City's diversity. This approach would align with SCI best practice.

Alternatively, the City could pursue incubating a sister city program within the workplan of the Heritage and Cultural Arts commission. Similar to Menlo Park, this commission could work to structure a sister city program with the near-term goal of transitioning such activities to a non-profit association. These activities would require an additional dedication of staff time that would need to come at the expense of some other current programming.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



DUBLIN
CALIFORNIA

Item 8.2
Informational Report:
Sister Cities

February 21, 2023

What's a Sister City?

- Formal partnerships between two communities in two countries.
- Partnerships seek to enhance trade, business, educational, and cultural exchanges.
- *Sister City International (SCI)* is a non-profit organization that serves as the national membership organization and resource for these relationships.

Program Elements

- Relationships vary according to the mutual interests of the two communities.
- SCI lists the following as Sister City potential exchange programs:

Arts and
Culture

Youth and
Education

Business and
Trade

Community
Development

Sister City Program Structures

- Often developed through the work of community volunteers through:
 - Informal Associations
 - Non-Profit Organizations
 - Community institutions (e.g., chambers of commerce)
- Elected rep. will typically be involved in these efforts to represent the City's interests.
- Most cities rely on non-profits and volunteers to manage their sister city relationships.

Sister City Program Structures, 2

- A city may establish a formal commission to manage sister city programs.
 - Millbrae and Milpitas do this.
- Menlo Park established a city committee to develop a sister city program
 - Transitioned to a non-profit after five years.

Sister Cities in Dublin

- In 1987 the City became a member of the Dublin Sister City Association.
- DCSA focuses on developing and maintaining a sister city relationship with Bray Ireland.
 - 35-year informal relationship—no formal agreement between the two.
- In 2006, City formalized a sister city relationship with Jinhua City, Zhejiang Province, PRC.
 - Agreement expired in 2011.

Revitalizing a Sister City Program

- Dublin's past growth and changing demographic dynamics present an opportunity to renew or pursue new sister city relationships and revitalizing the DSCA.
- SCI recommendations for revitalizing sister city programs:
 - Essential to have at least 8-10 community volunteers who are willing to commit the time, effort, and resources to develop a long-term relationship.
 - Together, in concert with the City, this group must identify the program goals objectives, roles, and responsibilities for a local sister city program.

Forming New Sister Relationships

- Process can take upwards of 2-years.
- Requires commitment from local a sister city organization who:
 - Identifies relationship goals and objectives
 - Develops framework for identifying a sister city
- Once a potential sister city is identified:
 - Establish an initial relationship with the City
 - Develop workplan and goals
 - Test relationship through pilot projects
 - Formalize through a partnership agreement and implement work plan

Local Sister City Examples

- 79 California cities have with sister city relationships with 356 total cities worldwide.
- Alameda County and the Cities of Alameda, Berkeley, Danville, Hayward, Livermore, Oakland, Pleasanton, and Union City have some form of a Sister City Program.
 - Each of these are managed by some form of a non-profit association.

Conclusions

1. With DSCA, local infrastructure is in place to revitalize local sister city program.
 - Proactively recruit community members to explore new sister city relationships.
2. City could incubate a sister city program through the Heritage and Cultural Arts Commission.
 - Work to structure a program with the goal of transitioning activities to a non-profit organization.
 - Require additional dedication of staff time at the expense of other current programming.



Questions and Comments ?

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