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

DUBLIN
CALIFORNIA

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

REVISED AGENDA

Regular Meeting of the
DUBLIN CITY COUNCIL

Tuesday, March 21, 2023

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

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

Additional Meeting Procedures

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, March 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—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: In re: National Prescription Opiate Litigation, Case No. 1:20-op-45255 (N.D. Ohio)

II. 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

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 2022 Volunteer Recognition Winners
The City Council will recognize the City of Dublin 2022 Citizen, Young Citizen, and Organization of the Year, and the 2023 Mayor's Award and Mayor's Legacy Award recipients.

STAFF RECOMMENDATION:
Present the certificates.
Staff Report

3.2 March for Meals Month Proclamation
The City Council will present a proclamation for March for Meals Month in the City of Dublin.

STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - March for Meals Month Proclamation

3.3 Update from Three Valleys Community Foundation
The City Council will receive an update from Kelly Bowers, Ed.D., CEO and President, and John Sensiba, Board Chair from Three Valleys Community Foundation.

STAFF RECOMMENDATION:
Receive the update.
Staff Report

3.4 Introduction Of Dublin Police Services Chief Nathan Schmidt
New Dublin Police Services Chief Nathan Schmidt will be introduced.

STAFF RECOMMENDATION:
Welcome Chief Schmidt.

3.5 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 March 7, 2023 Regular City Council Meeting Minutes

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

STAFF RECOMMENDATION:

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

Staff Report

Attachment 1 - March 7, 2023 Regular City Council Meeting Minutes

4.2 Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District

The City Council will consider approving the annexation of the East Ranch development into the Fallon Village Geologic Hazard Abatement District. The annexation is exempt from the provisions of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District.

Staff Report

Attachment 1 - Resolution Approving the Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District

4.3 Branaugh Property (PLPA-2021-00014)

On March 7, 2023, the City Council held a public hearing to consider the Branaugh Property project, which includes an amendment to the existing Planned Development Zoning Stage 1 Development Plan, approval of a Planned Development Zoning Stage 2 Development Plan, Vesting Tentative Parcel Map No. 9306 and Development Agreement. The City Council approved an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports, the Vesting Tentative Parcel Map, and introduced the Planned Development Ordinance and Development Agreement Ordinance. The City Council is now being asked to waive the second reading of Ordinances approving the Planned Development Rezone and Development Agreement for the Branaugh project.

STAFF RECOMMENDATION:

Waive the second readings and: 1) adopt the **Ordinance** Amending the Zoning Map and Approving Amendments to Planned Development Zoning Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property; and 2) adopt the **Ordinance** Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project.

Staff Report

Attachment 1 - Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Zoning Ordinance No 32-05 and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property
Attachment 2 - Exhibit A to Ordinance - Architectural Guidelines
Attachment 3 - Exhibit B to the Ordinance - Landscape Guidelines
Attachment 4 - Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project
Attachment 5 - Exhibit A to the Ordinance - Development Agreement
Attachment 6 - City Council March 7, 2023 Staff Report without attachments

4.4 Approving the California Office of Emergency Services (CalOES) Form 130 to Designate Officers for the City's Application for State and Federal Emergency Reimbursements

The City Council will consider approving the CalOES Form 130 designating the City Manager, Assistant City Manager, and Director of Administrative Services as agents necessary to provide for all matters pertaining to State and Federal Emergency Management Agency (FEMA) reimbursements. The resolution will remain in effect for all open and future disasters up to three years following the date of approval.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the California Office of Emergency Services (CalOES) Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies.

Staff Report
Attachment 1 - Resolution Approving the California Office of Emergency Services (CalOES) Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies
Attachment 2 - Exhibit A to the Resolution - CalOES Form 130

4.5 Affordable Housing and Sustainable Communities Program Application and Associated Agreement

The City Council will consider authorizing the submission of an Affordable Housing and Sustainable Communities (AHSC) program grant application jointly with The Related Companies of California, LLC for the Amador Station affordable housing project. The City Council will also consider approving an agreement with the San Francisco Bay Area Rapid Transit District (BART) and The Related Companies of California, LLC for implementation of the AHSC program grant. If awarded, the AHSC grant will be used to help fund the construction of the Amador Station affordable housing project, construction of transportation-related improvements by the City and the developer, and purchase of three BART rail cars.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing Application for the Affordable Housing and Sustainable Communities Program and Approving the Affordable Housing and Sustainable Communities Implementation and Mutual Indemnity Agreement and Permit Option.

Staff Report
Attachment 1 - Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program and Approving the Affordable Housing and Sustainable Communities Implementation and Mutual Indemnity Agreement and Permit Option

Attachment 2 - Exhibit A to the Resolution - AHSC Implementation Mutual Indemnity Agreement and Permit Option

4.6 Mayor's Appointment to Parks and Community Services Commission Unscheduled Vacancy

The City Council will consider the Mayor's appointment to fill an unscheduled vacancy on the Parks and Community Services Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Daniel Colley to the Parks and Community Services Commission for the remainder of a term ending December 2024.

Staff Report

Attachment 1 - Parks and Community Services Commission Applications

4.7 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from February 1, 2023 - February 28, 2023, totaling $7,512,689.93.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for February 2023

4.8 Agreement with Badawi & Associates for Financial Auditing Services

The City Council will consider approving an agreement with Badawi & Associates for annual financial auditing services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement with Badawi & Associates for Financial Auditing Services.

Staff Report

Attachment 1 - Resolution Approving a Consulting Services Agreement with Badawi & Associates for Financial Auditing Services

Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreement Between the City of Dublin and Badawi & Associates

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Update on the Dublin Boulevard Extension Project and Funding Plan

The City Council will receive an update on the Dublin Boulevard Extension Project and potential funding sources. The City of Dublin, in cooperation with the City of Livermore, Alameda County Transportation Commission, and Alameda County, proposes to extend Dublin Boulevard approximately 1.5 miles eastward through unincorporated Alameda County and connect to North Canyons Parkway in Livermore, from its current terminus at Fallon Road. The extension is planned to have four to six travel lanes, a Class I trail on the north side, buffered bike lanes, sidewalks, traffic signals, streetlights, utilities, and landscaping.

STAFF RECOMMENDATION:

Receive the report and provide direction on advancing funds to cover future impact fees that will be allocated to the project.
Staff Report
Item 7.1 PowerPoint Presentation

8. NEW BUSINESS – None.

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.

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2022 Volunteer Recognition Winners
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the City of Dublin 2022 Citizen, Young Citizen, and Organization of the Year, and the 2023 Mayor's Award and the Mayor's Legacy Award recipients.

STAFF RECOMMENDATION:

Present the certificates.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Annually, the City Council recognizes a citizen, young citizen, and organization that made a significant contribution toward enhancing the quality of life for the residents of Dublin during the past year. Additionally, the Mayor presents two special awards, the Mayor's Award and the Mayor's Legacy Award, to those she wishes to recognize for their extraordinary dedication to the community. The winners in each category, along with the Mayor's special awards recipients, were recognized at the City's Volunteer Recognition Event on March 1, 2023.

The City Council will formally recognize the following award recipients:

- Yashas Shashidhara, 2022 Young Citizen of the Year
- Kristin Speck, 2022 Citizen of the Year
- Above and Beyond Leadership and Education, 2022 Organization of the Year
- Katie Cheng, 2023 Mayor's Award
- Erik Bertelson, 2023 Mayor's Legacy Award

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: March for Meals Month Proclamation
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will present a proclamation for March for Meals Month in the City of Dublin.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each March, Meals on Wheels celebrates the historic day in 1972 when a national nutrition program for seniors was added to the Older Americans Act. This legislation supported the rapid growth of the Meals on Wheels network that now collectively serves 2.8 million seniors each year.

This year's March for Meals celebration comes at a time when eight out of 10 local Meals on Wheels programs are still delivering meals to more older adults than they were prior to the pandemic, and operational and food costs are still soaring.

Meals on Wheels programs in Dublin provide nutritious meals to seniors throughout the City that help them maintain their health and independence.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) March for Meals Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"March for Meals Month"

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month and the importance of the Older Americans Act Nutrition Programs, and to raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2023 observance of March for Meals celebrates 22 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering, and raising awareness about senior hunger and isolation; and

WHEREAS, Spectrum Community Services' Meals on Wheels program in Dublin has served our communities admirably for over 30 years; and

WHEREAS, volunteers for Meals on Wheels programs in Dublin are the backbone of the program, and they not only deliver essential meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also demonstrate care for and attention to their welfare; and

WHEREAS, Spectrum Community Services' Meals on Wheels program serving Dublin deserves recognition for the contributions it has made, and will continue to make, to local communities, as well as to our state, and our nation; and

WHEREAS, Meals on Wheels programs in Dublin provide nutritious meals to seniors throughout the city that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations, and premature institutionalization.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim March 2023 as March for Meals Month in the City of Dublin and urges every citizen to take this month to honor our Meals on Wheels of Alameda County programs, the seniors they serve, and the volunteers who care for them. Our recognition of, and involvement in, the National 2023 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

DATED: March 21, 2023

Mayor Melissa Hernandez

Vice Mayor Michael McCorriston

Councilmember Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Agenda Item 3.3

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Update from Three Valleys Community Foundation
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will receive an update from Kelly Bowers, Ed.D., CEO and President, and John Sensiba, Board Chair from Three Valleys Community Foundation.

STAFF RECOMMENDATION:

Receive the update.

FINANCIAL IMPACT:

None.

DESCRIPTION:

At the January 11, 2022, meeting, the City Council approved a grant agreement with Three Valleys Community Foundation agreeing to provide $50,000 in three equal installments over three years to support the initial administrative and operational functions associated with the launch of the Foundation.

The City Council will receive an update on the first year from Kelly Bowers, Ed.D., CEO and President, and John Sensiba, Board Chair from Three Valleys Community Foundation.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the March 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 March 7, 2023, Regular City Council Meeting.

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) March 7, 2023 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: March 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, March 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

3) ORAL COMMUNICATIONS

3.1) Employee Introductions

New City of Dublin Staff members, Chris Knight, Special Projects Manager with Information Systems, and Anne Hersch, Assistant Community Development Director with the Community Development Department, were introduced.

3.2) Recognition of Outgoing Dublin Chief of Police Garrett Holmes

The City Council presented a commendation to outgoing Dublin Chief of Police Garrett Holmes, in appreciation of his dedicated service to the City of Dublin and Alameda County.

Chief Holmes received recognition from the Alameda County Sheriff's Office and Assemblymember Rebecca Bauer-Kahan.

DRAFT

3.3) Presentation from Ryan Clausnitzer, Alameda County Mosquito Abatement District

The City Council received an overview of the Alameda County Mosquito Abatement District's activities from District Manager Ryan Clausnitzer.

3.4) St. Patrick's Day Celebration Preview

The City Council received a presentation that previewed the annual St. Patrick's Day Celebration held the weekend of March 17-19, 2023.

3.5) American Red Cross Month Proclamation

The City Council presented a proclamation for American Red Cross Month to Varsha Clare, Alameda County American Red Cross Leadership Volunteer.

3.6) Public Comment

Abhilash Raman provided public comment.

4) CONSENT CALENDAR

4.1) Approved the February 16, 2023, Special City Council Meeting and February 21, 2023 Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 18-23 titled, "Approving a Funding Agreement with the Tri - Valley Transportation Council for the Iron Horse Trail Bridge at Dublin Boulevard Project (CIP No. ST0118)"

4.3) Adopted Resolution No. 19-23 titled, "Authorizing Staff to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000."

4.4) Adopted Resolution No. 20-23 titled, "Approving the 2023 City of Dublin Legislative Platform."

4.5) Received the Annual Progress Report and directed Staff to forward it to the Governor's Office of Planning and Research and California Department of Housing and Community Development.

4.6) Selected "St. Pat's Row" as the byname for the segment of St. Patrick Way in front of the future Avalon West Residential Project between Golden Gate Drive and Regional Street.

4.7) Confirmed the Mayor's recommendation to appoint Councilmember Qaadri as the City of Dublin representative to the Alameda County Mosquito Abatement District

and adopted Resolution No. 21-23, titled, "Making an Appointment to the Alameda County Mosquito Abatement District Board of Trustees."

On a motion by Councilmember Josey, seconded by Councilmember Qaadri, and by unanimous vote, the City Council adopted the Consent Calendar.

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING – None.

6.1) Branaugh Property (PLPA-2021-00014)

The City Council received a presentation on the Branaugh Property (PLPA-2021-00014) which included an amendment to the existing Planned Development Zoning Stage 1 Development Plan, approval of a Planned Development Zoning Stage 2 Development Plan, Vesting Tentative Parcel Map No. 9306 and Development Agreement.

Mayor Hernandez opened the Public Hearing.

Inge Houston provided public comment.

Gary Bonetti Jr. provided public comment.

Jason Lindsey provided public comment.

Mayor Hernandez closed the Public Hearing.

On a motion by Vice Mayor McCorriston, seconded by Councilmember Josey, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property; adopted Resolution No. 22-23 titled, "Approving Vesting Tentative Parcel Map No. 9306 for the Branaugh Property;" and waived the reading and introduced the Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project.

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

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Designation of Agency Labor Negotiators for Unrepresented Employees: City Manager and City Attorney

The City Council discussed the appointment of two Councilmembers as representatives for the City Manager's annual review and performance evaluation, including discussion of compensation, and two Councilmembers as representatives for the City Attorney's annual review and performance evaluation, including discussion of compensation.

By consensus, the City Council appointed Councilmember Hu and Mayor Hernandez for the City Manager's review, and appointed Councilmember Qaadri and Vice Mayor McCorriston for the City Attorney's review.

9) OTHER BUSINESS

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

By consensus, the City Council directed Staff to prepare certificates for eight National Coalition Against Prescription Abuse Youth Ambassadors on their capstone project regarding prescription drug abuse and fentanyl abuse awareness.

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 9:42 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District
Prepared by: Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the annexation of the East Ranch development into the Fallon Village Geologic Hazard Abatement District. The annexation is exempt from the provisions of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On December 4, 2007, the City Council formed the Fallon Village Geologic Hazard Abatement District (GHAD) with the approval of Resolution No. 216-07. The City Council serves as the GHAD Board of Directors.

Subsequently, in December 2021, the East Ranch development was approved with a condition requiring the project annex into the GHAD prior to approval of the first final map for the project. The East Ranch property owner, Croak Properties, LP, and developer, TH East Ranch Dublin, LLC, are now seeking City approval of the first final map and have started the annexation process with the GHAD Board of Directors.

Public Resources Code, Section 26581, states the following:

> Annexation of territory to a district shall be subject to the approval of the legislative body which ordered formation of the district. Such approval shall be given by resolution, following the order by the board of directors for annexation of territory to the district.

The GHAD Board of Directors scheduled a public hearing for March 21, 2023, regarding the proposed annexation. Adoption of the attached resolution will approve the annexation of the East Ranch project into the GHAD.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to TH East Ranch Dublin, LLC, developer of the East Ranch development.

ATTACHMENTS:

1) Resolution Approving the Annexation of the East Ranch Development into the Fallon Village Geologic Hazard Abatement District

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ANNEXATION OF THE EAST RANCH DEVELOPMENT INTO THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT

WHEREAS, on December 4, 2007, the City Council of the City of Dublin adopted Resolution No. 216-07 approving and ordering the formation of the Fallon Village Geologic Hazard Abatement District ("GHAD") and appointed itself to serve as the Board of Directors of the GHAD; and

WHEREAS, pursuant to the provisions of Division 17 of the Public Resources Code, a Petition of Annexation ("Petition") was filed with the GHAD Clerk, dated October 17, 2022, for the annexation of the East Ranch development (Tract 8563) to the GHAD; and

WHEREAS, on February 21, 2023, the GHAD Board of Directors adopted a Resolution accepting the Petition and setting a public hearing on the filed Petition for March 21, 2023, at 7:00 p.m.; and

WHEREAS, on March 21, 2023, the GHAD Board held a public hearing on the proposed annexation. At the time set for the hearing, the GHAD Board considered any written objection by any owner of real property within the proposed GHAD to its formation in accordance with the provision of Public Resources Code sections 26564 through 26566; and

WHEREAS, at the hearing, the GHAD Board considered any objections of owners of real property within the proposed GHAD to the annexation thereof; and

WHEREAS, on March 21, 2023, the GHAD Board closed the hearing and, by Resolution, approved the annexation of the East Ranch Development to the GHAD, and approved and adopted the East Ranch Development, Tract 8563 Plan of Control; and

WHEREAS, the annexation into the Fallon Village GHAD is exempt from the provisions of the California Environmental Quality Act pursuant to Public Resources Code sections 21080(b)(4) and 26559.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin, pursuant to Public Resources Code section 26581, hereby approves the annexation of the East Ranch Development into the GHAD.

{Signatures on the following page}

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Branaugh Property (PLPA-2021-00014)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

On March 7, 2023, the City Council held a public hearing to consider the Branaugh Property project, which includes an amendment to the existing Planned Development Zoning Stage 1 Development Plan, approval of a Planned Development Zoning Stage 2 Development Plan, Vesting Tentative Parcel Map No. 9306 and Development Agreement. The City Council approved an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports, the Vesting Tentative Parcel Map, and introduced the Planned Development Ordinance and Development Agreement Ordinance. The City Council is now being asked to waive the second reading of Ordinances approving the Planned Development Rezone and Development Agreement for the Branaugh project.

STAFF RECOMMENDATION:

Waive the second readings and: 1) adopt the Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Zoning Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property; and 2) adopt the Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project.

FINANCIAL IMPACT:

All costs associated with the processing of the application are paid by the applicant.

DESCRIPTION:

Background
The Branaugh property is located north of Interstate 580, adjacent to the eastern city boundary, and south of the Croak property (East Ranch Project) within the Fallon Village project area (refer to Figure 1).

Figure 1. Location Map



On March 7, 2023, the City Council held a public hearing and adopted Resolution No. 22-23 approving Vesting Tentative Parcel Map No. 9306 and waived the first reading and introduced Ordinances amending the zoning map and approving the Planned Development Zoning District with the Stage 1 and Stage 2 Development Plan for the project and approving a Development Agreement. Please refer to March 7 City Council Staff Report included as Attachment 6 for a complete description of the proposed project.

The City Council is now being asked to adopt the Ordinance approving the Planned Development Zoning (Attachment 1) and the Ordinance approving the Development Agreement (Attachment 4) for the Branaugh Property Project.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. Prior CEQA analysis for the Fallon East project area includes: 1) the East Dublin General Plan and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs." Pursuant to CEQA Guidelines and using the City's Initial Study Checklist, the City assessed whether any further environmental review is required for the proposed project and determined an Addendum to the EDSP EIRs is the appropriate CEQA review.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Large Land Tract Development and Open Space.
Objective B: Work with the area property owners in conjunction with the Dublin Blvd. extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Zoning Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for Branaugh Property
2) Exhibit A to the Ordinance – Architectural Guidelines
3) Exhibit B to the Ordinance – Landscape Guidelines
4) Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project
5) Exhibit A to the Ordinance - Development Agreement
6) City Council March 7, 2023 Staff Report, without attachments

ORDINANCE NO. xx – 23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE ZONING MAP AND APPROVING AMENDMENTS TO PLANNED DEVELOPMENT ZONING ORDINANCE NO. 32-05 FOR FALLON VILLAGE AND APPROVING A PLANNED DEVELOPMENT ZONING STAGE 2 DEVELOPMENT PLAN FOR THE BRANAUGH PROPERTY
PLPA 2021-00014
(APN 905-0001-004-04)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Branaugh Property is located in the Fallon Village Project area. Through Ordinance No. 32-05, the City Council adopted a Planned Development Zoning Stage 1 Development Plan the Fallon Village Project Area which, among other approvals, established the maximum number of residential units at 3,108 units for the Fallon Village Project Area.

B. The Applicant, Randy Branaugh, is requesting a Planned Development Zoning Stage 2 Development Plan and amendments to the Stage 1 Development Plan. The proposed Project would allow up to 97 residential units and 527,773 square feet of industrial uses. Requested land use approvals include a Planned Development Zoning Stage 2 Development Plan, amendments to the Stage 1 Development Plan, and Vesting Tentative Parcel Map No. 9306 and a Development Agreement among other related actions. These planning and implementing actions are collectively known as the "Branaugh Property Project" or the "Project."

C. The 40.16-acre Project site (APN 905-0001-004-04) is located in eastern Dublin, north of Interstate 580 and immediately adjacent to the City limit and urban limit line.

D. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Addendum for the Project, which reflected the City's independent judgment and analysis of the potential environmental impacts of the Project. Prior CEQA analysis for the Project area includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs."

E. Following a public hearing on February 14, 2023, the Planning Commission adopted Resolution No. 23-01, recommending approval of the Addendum and the Branaugh Property Project.

F. The City Council considered the Addendum to the EDSP EIRs, and all above referenced reports, recommendations, and testimony prior to taking action on the Project.

G. On March 7, 2023, the City Council adopted Resolution No. 22-23 approving Vesting Tentative Parcel Map No. 9306.

SECTION 2: FINDINGS

A. Pursuant to Section 8.32.070 and 8.120.050 of the Dublin Municipal Code, the City Council finds as follows:

1. *The proposed Planned Development Zoning District meets the purpose and intent of Chapter 8.32 in that* 1) it provides maximum flexibility and diversification in the development of property; 2) maintains consistency with, and implement the provisions of, the Dublin General Plan and the Eastern Dublin Specific Plan; 3) protects the integrity and character of both residential and non-residential areas of the City; 4) encourages efficient use of land for preservation of sensitive environmental areas such as open space areas and topographic features; 5) provide for effective development of public facilities and services for the site; 6) encourages use of design features to achieve development that is compatible with the area; and 7) allows for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

2. *The proposed amendment would be harmonious and compatible with existing and potential development in surrounding areas in that* 1) the proposed project is located within the Fallon Village Stage 1 Development Plan area which has a mixed of residential, commercial and industrial areas; 2) the project's residential area will be consistent with the planned residential project (East Ranch) to the north and medium density residential land use to the west and 3) the industrial area to the west is envisioned to be developed with similar and compatible uses.

3. *The subject site is physically suitable for the type, intensity of the zoning district being proposed in that* the proposed density and development standards in the proposed zoning is consistent with the existing Stage 1 Development Plan and existing land use designations in the General Plan and Eastern Dublin Specific Plan.

4. *The proposed amendment will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety and welfare in that* 1) the proposed amendment addresses the planned design of the Dublin Boulevard extension and provides for a higher FAR for warehousing uses only consistent with the General Plan and Eastern Dublin Specific Plan and 2) the industrial area to the west is envisioned to be developed with similar and compatible uses.

5. *The proposed amendment is consistent with the Dublin General Plan and the Eastern Dublin Specific Plan in that* the proposed land uses are densities are consistent with existing land use designations in the General Plan and Eastern Dublin Specific Plan.

B. Pursuant to Ordinance No. 32-05 Section 3.2.A.3), the City Council makes the following findings regarding the amendments to the Stage 1 Development Plan as follows:

1. The proposed use and development is consistent with the General Plan, Eastern Dublin Specific Plan and Zoning Ordinance.

2. The proposed development is consistent with Stage 1 and 2 design guidelines.

3. Appropriate transitions are developed between projects where an industrial use is adjacent to a different use. These transitions can be created through careful design of landscaping, consideration of the relationship of the uses to buildings on surrounding sites, building and circulation layout, and setbacks.

4. The size, scale and intensity of development do not conflict with the character of the district and adjacent land uses.

5. Adequate space, light, and air along with visual and acoustical privacy are provided.

6. No excessive noise, illumination, unsightliness, odor, smoke, and other objectionable influences are generated.

7. On and off-site vehicular and pedestrian linkages and circulation are functional and minimize barriers.

8. Streetscapes and parking lots are varied, create visual interest and are pedestrian friendly.

9. The development provides access to public transit and services.

10. Adequate on-site parking, including the ability to participate in shared parking, is provided.

11. Where possible, certain elements should be coordinated and shared, including access drives; internal circulation; perimeter open space and landscape buffers; service, loading, and refuse locations; and drainage, detention, and water quality facilities.

C. Pursuant to the Eastern Dublin Specific Plan Section 4.8.2 related to the increase in FAR to 0.40 for warehousing uses, the City Council finds as follows:

1. Unique project characteristics which result in reduced impacts relative to other uses in the same area (e.g., lower traffic generation);

2. Unique project building requirements (e.g., warehouse uses that have large land coverage requirements but low employment densities); and

3. Extraordinary benefits to the City.

The establishment of the Economic Development Zone (EDZ) and Incentives package was approved by City Council on May 18, 2021, for properties east of Fallon Road along the Dublin Boulevard extension. The EDZ encourages investments in the targeted industry sectors prioritized by City Council, including “Med-Tech” and “Bio-Tech” companies and startups. The final users of the industrial parcels are unknown and therefore, the Planned Development Stage 2 Development Plan provides flexibility to support uses targeted by the EDZ incentives package. An FAR of 0.40 for warehousing uses is needed to obtain the building square footage to meet the users’ needs.

SECTION 3. AMENDMENTS TO THE OF STAGE 1 DEVELOPMENT PLAN ORDINANCE NO. 32-05

Fallon Village Stage 1 Development Plan

On December 20, 2005, the City Council approved a Stage 1 Development Plan for the 1,134-acre Fallon Village Project, pursuant to Chapter 8.32 of the Dublin Zoning Ordinance. The Planned Development Stage 1 Development Plan for the Fallon Village Project is amended as shown below:

5. Site area, proposed densities. The Table in Section 5 (Site area, proposed densities) of Ordinance 32-05 is amended to add a footnote to the Industrial Park land use, as shown below to, increase the FAR for the Industrial Park land use on the Branaugh Property to 0.40 FAR as follows:

Land Use	***Acreage***	***Density***
Single Family Residential	403.6 acres	0-6.0 units/acre
Medium Density Residential	60.1 acres	6.1-14.0 units/acre
Medium High Density Residential	23.8 acres	14.1-25.0 units/acre
Rural Residential/Agriculture	142.9 acres	1 unit/100 acres
Mixed Use	6.4 acres	0.3-1.00 FAR
General Commercial	72.1 acres	0.20-0.60 FAR
General Commercial/ Campus Office	72.7 acres	0.2-0.80 FAR
Industrial Park	61.3 acres	0.35 / 0.40 FAR[1]
Community Park	18.3 acres	--
Neighborhood Park	23.6 acres	--
Neighborhood Square	8.0 acres	--
Open Space	211.2 acres	--
Elementary School	21.1 acres	--
Semi-Public	4.1 acres	0.50 FAR
Public/Semi-Public	4.5 acres	0.50 FAR

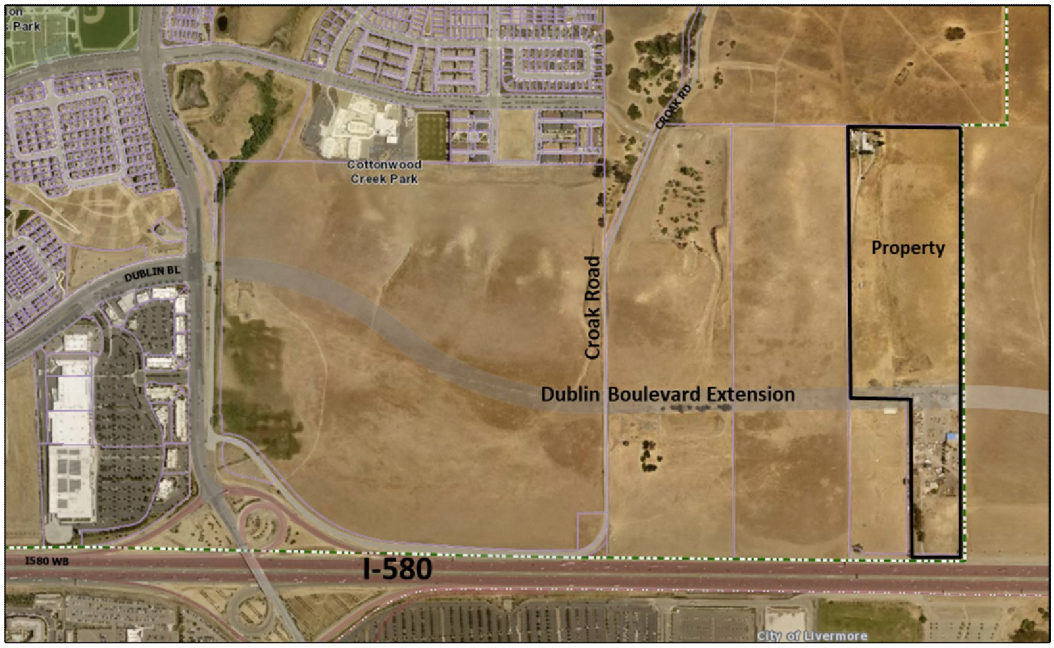
[1]The maximum FAR for warehousing uses is 0.40 FAR for the Branaugh Property only. For all other uses and parcels the maximum FAR is 0.35 FAR.

SECTION 4: ZONING MAP AMENDMENT

Pursuant to Chapter 8.32, Title 8 of the City of Dublin Municipal Code the City of Dublin Zoning Map is amended to rezone the property described below to a Planned Development Zoning District:

40.16-acres within APN 905-0001-004-04 (the “Property”)

A map of the rezoning area is shown below:



SECTION 5. APPROVAL OF STAGE 2 DEVELOPMENT PLAN

The regulations for the use, development, improvement, and maintenance of the Property are set forth in the following Stage 2 Development Plan for the entire 40.16-acre project area, which is hereby approved. Any amendments to the Stage 2 Development Plan shall be in accordance with Section 8.32.080 of the Dublin Municipal Code or its successors.

Stage 2 Development Plan

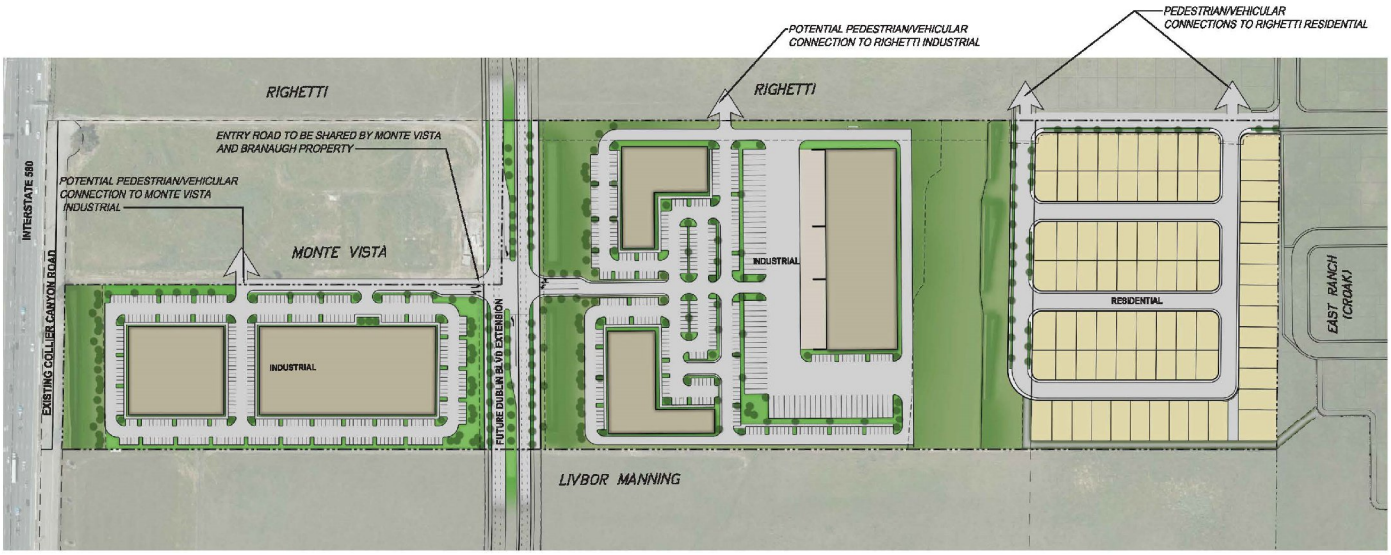
The following is a Stage 2 Development Plan pursuant to Chapter 8.32 of the Dublin Zoning Ordinance. This Development Plan meets all the requirements of a Stage 2 Development Plan and is adopted as part of the PD-Planned Development rezoning for the Branaugh Property (PLPA-2021-00014).

The PD-Planned Development District and this Stage 2 Development Plan provides flexibility to encourage innovative development while ensuring that the goals, policies, and action programs of the General Plan and provisions of Chapter 8.32 of the Zoning Ordinance are satisfied.

1. **Statement of compatibility with the Stage 1 Development Plan.** The Branaugh Property Stage 2 Development Plan is consistent with the Stage 1 Development Plan for the Fallon Village Project area (Ordinance No. 32-05), as amended in Section 3 above.

2. **Statement of Uses.** Permitted, conditional, accessory and temporary uses are allowed as set forth in the Stage 1 Planned Development Rezone amendment for Fallon Village in Ordinance No. 32-05, incorporated herein by reference.

3. **Stage 2 Site Plan.** The following Stage 2 Site Plan is conceptual. Final site design shall be determined by the Site Development Review Permit.



4. Development Regulations.

Industrial Development Standards

STANDARD	
Maximum FAR[(1)]	0.35 / .040
Maximum Building Height [(4)(5)]	35 feet
Maximum Stories	3
Minimum Building Setbacks [(2) (3)]	
Dublin Blvd ROW	25 feet
Adjacent Property 10'	10 feet
Building Side to Side 18'	18 feet
Minimum Parking Setback[(2)]	
Dublin Blvd ROW 10'	10 feet
Entry Street 10'	10 feet
Adjacent Property 10'	10 feet
Required Parking	Refer to Chapter 8.76 of the Dublin Municipal Code

Notes:

(1) The maximum FAR for warehousing uses is 0.40 FAR. For all other uses the maximum FAR is 0.35 FAR.

(2) Setbacks measured from property line or as otherwise noted.

(3) Items such as, but not limited to, air conditioning condensers, porches, chimneys, bay windows, retaining walls less than 4' in height, media centers, etc. may encroach 2' into the required setback. Subject to Building Code requirements for access.

(4) Elevator overruns, stair coverings, decorative roof elements, and other architectural or mechanical appetences on buildings may extend a maximum of 5 feet above the maximum building height.

(5) Proposed construction within 20,000 feet of Airport Runway may require FAA review. Building height subject to FAA Airspace Obstructions Standards

Residential Development Standards

CRITERIA	Medium Density Lot	Medium Density Small Lot	Medium Density Duplex/Triplex
Product Type	Single Family Detached	Single Family Detached	Attached Multi-Family
Lot Size	4000 SF and Greater	3000 SF and Greater	N/A
Typical Lot Width[16]	50' Wide and above	40' Wide and Above	N/A
Maximum Lot Coverage [13] [14]	45% Two Story; 55% One Story	55%	N/A
Maximum Building Height [4][17]	35'	35'	40'
Maximum Stories [7]	2	2	3
Minimum Front Yard Setbacks [1] [2][11][16][18]			
Living Area	12'	10' to ROW or 8' to Court	8' to ROW; 20' Building to Building
Porch	10'	8' to ROW or 6' to Court	6' to ROW; 15' Porch to Porch
Garage [8]	18' Front Load	18' Front Load	4' to ROW/Alley
	14' Side Load		
Minimum Side Yard Setbacks [1][2][3][4][5][10]			
Living Area	4'/5' Garage Side	4'/5' Garage Side	0/5'
Porch	4'	4'	0/5'
Courtyard [6][15]	0'	0'	0'
Encroachments	(3)	(3)	(3)
Minimum Rear Yard Setbacks [1][2][9][11][13]			
Living Area	12' avg per lot.; 5' min [4]	10' avg per lot.; 5' min [4]	5' [13]
Covered Patio	10'	5'	N/A
Accessory Structures	Refer to Chapter 8.40 of Municipal Code	Refer to Chapter 8.40 of Municipal Code	Refer to Chapter 8.40 of Municipal Code
Required Parking [12][19]	Refer to Chapter 8.76 of Municipal Code	Refer to Chapter 8.76 of Municipal Code	Refer to Chapter 8.76 of Municipal Code
Maximum Encroachments[3]	2'	2'	2'
Minimum Usable Private Open Space (SF)	400 S.F with a min. dimension of 10 ft. Yard area may be provided in more than one location within a lot with a min of 80 SF yard or courtyard area.	150 S.F with a min. dimension of 5 ft	100 SF patio with a 10' min dimension or a 50 SF upper level deck with a 5' min inside dimension

Notes:

(1) Setbacks measured from property line or as otherwise noted. Setbacks to "Court" refer to back of curb.

(2) See following pages for graphic depiction of above standards.
(3) Items such as, but not limited to air conditioning condensers, porches, chimneys, bay windows, retaining walls less than 4' in height, media centers, etc. may encroach 2' into the required setback of one side yard, provided a minimum of a 3' flat and level area is maintained for access around the house.
(4) Subject to the Building Code requirements for access.
(5) Building setbacks shall be subject to review and approval of Building Official for Building Code and Fire Code issues. Setback to building overhang shall be 3' minimum or as required by current City Building Code Standards.
(6) Maximum height of a front yard courtyard wall shall be 30" maximum (solid wall) or 42" maximum (transparent/fence)
(7) The third floor must be stepped back from front and rear elevation to reduce building mass.
(8) Three car garages door and swing in garages are prohibited on lots less than 55' wide.
(9) Retaining walls up to 4' high may be used to create a level usable area. Retaining walls in excess of 4' to create usable area are subject to review and approval of the Community Development Director. Retaining walls over 30" in height are subject to safety criteria as determined by the Building Official.
(10) Where a minimum 5' HOA parcel lies between a lot and an adjacent street, the lot is not considered a corner lot and interior lot setback standards shall
apply.
(11) At cul-de-sac bulbs, knuckles and similar conditions where lot depths are less than the standard depth, minimum rear yard setback requirements may be reduced by an amount equal to the min. lot depth minus the actual depth of the lot (i.e.: 100'-90'=10'). In no case will the rear yard setback be reduced to less than 10'.
(12) Curbside parking may be counted toward required number of guest spaces. 2 covered side-by-side spots shall be provided. Tandem spaces may not be utilized to meet the parking requirement.
(13) Rear Multi Family setback refers to property lines not considered ROW.
(14) Driveway apron shall be centered on the garage door. In instances where 3-car front on garages are utilized the driveway apron shall be centered on the entire front on garage plane.
(15) Courtyard wall to return to side yard fence or front plane of main residential structure.
(16) Lot width dimensions may vary to provide product diversity within each neighborhood, and atypical lot shapes (i.e. non-rectangular)
(17) Elevator overruns, stair coverings, decorative roof elements, and similar structures can exceed the building height limit by a maximum of 15 percent.
(18) Minimum front / corner setback to living and porch may be subject to grading and specific location of top of pad hinge line. A minimum flat distance of 2' should be maintained between foundation and top of pad hinge.

5. **Architectural Guidelines.** Please refer to **Exhibit A.**

6. **Landscaping Guidelines.** Please refer to **Exhibit B.**

7. **Inclusionary Zoning Regulations.** The project shall comply with the Inclusionary Zoning Regulations (Chapter 8.68) for the provision of affordable housing as a residential development of 20 units or more.

8. **Applicable Requirements of the Dublin Zoning Ordinance.** Except as specifically provided in this Stage 2 Development Plan and the Stage 1 Development Plan (Ordinance No. 32-05), the use, development, improvement and maintenance of the Property shall be governed by the provision of the Dublin Zoning Ordinance pursuant to 8.32.060C or its successor. The closest comparable zoning districts are as follows:

Residential:
R-M Multi-Family Residential District

Industrial:
M-P Industrial Park and M-2 Heavy Industrial Zoning District, whichever is least restrictive.

SECTION 5. POSTING OF ORDINANCE

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public spaces in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of March, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

BRANAUGH

DESIGN GUIDELINES

DUBLIN, CALIFORNIA



SDG architects

900.457

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Developed by:
SDG Architects, Inc.
LANCE CRANNELL, AIA LEED AP NCARB
ARCHITECT | PRINCIPAL

VERSION: October 2022

Design Team:

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000

GATES +ASSOCIATES
Gates Landscape Artchitecture
2671 Crow Canyon Rd.
San Ramon, CA 94583
925.736.8176

MacKay & Somps
ENGINEERS PLANNERS SURVEYORS
MacKay & Somps
5142 Franklin Dr. Suite B
Pleasanton, CA 94588-3368
925.225.0690

INTRODUCTION

The intent of the Branaugh Design Guidelines is to establish expectations and to regulate the design of the residential and industrial uses within the planned development. These guidelines are intended to assist the developer and design professionals in the design of the architecture, parking, and landscaping within this area. These guidelines will ensure a high quality development while maintaining design and marketplace flexibility. These guidelines are not intended to limit the creativity of the design professionals. The property is within The City of Dublin's East Dublin Specific Plan (EDSP) and The Fallon Village Stage 1 PD. Guidelines from those has been incorporated and where appropriate design concepts have been integrated herein. These guidelines are separate and specific to this subdivision.

DESCRIPTION

The Branaugh property consists of approximately 40.16 acres within the East Dublin Specific Plan (EDSP) and the Fallon Village Stage 1 PD (PD-1) planning area, 9.87 acres of which is designated Medium density residential and 30.29 acres of which is designated Industrial Park (IP) per the EDSP. The project is proposing 78 units, with the option to provide up to 97 units, within the designated 9.87 acres of Medium density residential and is consistent with the approved Stage 1 PD. The area is also including up to 527,773 SF of industrial buildings on the 30.29 acres of Industrial Park use, and proposing an increase in FAR from 0.35, as shown in the approved PD1, to 0.4. The Branaugh property is located directly east of the Righetti property, south of the Croak property, north of Interstate 580 and the Monte Vista (Town and Country) property, and West of the Crosby (Livbor Manning) property.

RESIDENTIAL
DESIGN GUIDELINES

The Residential Design Guidelines are intended to serve as a set of guidelines, recommendations, and requirements to guide property owners, business owners, developers, architects, and other design professionals in understanding the objective of providing for well-designed, attractive, residential development for this planned development area.

ARCHITECTURAL VOCABULARY

The architectural styles in these guidelines offer a range of building types and styles that have evolved in California since the turn of the 20th century. These styles represent an inherent attractiveness, informality, and elegance that have enabled them to remain popular over an extended period of time. They all have historic precedents and are visually compatible with one another. These styles possess market appeal, community acceptance and can be successfully expressed in modern merchant built homes.

VARIETY REQUIREMENT

An important goal of the planned community is to develop an interesting mix of plans and elevation styles and to ensure balanced and varied streetscapes. In order to achieve this, the following architectural requirements must be met:

UNITS PLANS AND ELEVATIONS

- For single family detached homes, a minimum of 1 plan with 3 elevations shall be provided for every 25 units.

STYLE AND MASSING

- Plans and elevations should be mixed within a development to avoid repetition of identical facades and roof lines.
- Houses on corner lots should receive the same level of articulation on both the front and corner side facades.

COLORS

- A minimum of 3 different color schemes shall be provided for each architectural style
- Select color schemes appropriate to the architectural style
- A minimum of 2 trim colors shall be provided for each primary base color.
- Wrap colors around details such as wood or foam window and door trim appropriate to the architectural style.
- Relate color changes to plane changes and materials changes.

ARCHITECTURE

These guidelines aim to promote high quality architectural designs that enhance the character of Dublin. Neighborhood developments shall utilize architectural styles that complement each other when grouped together.

A. ARCHITECTURAL STYLES

The architectural styles have been divided into four architectural groups. Each group represents one of the great movements in the development of architectural styles in the United States and specifically California. The styles are grouped as follows:

MEDITERRANEAN
- Spanish Eclectic
- Monterey
- Tuscan

COTTAGE
- French Country
- English Tudor

AMERICAN HERITAGE
- Craftsman
- Arts & Crafts
- Prairie

TRADITIONAL
- Farmhouse
- Classic Revival
- East Coast

Use of these styles are recommended.

B. STREET ENVIRONMENT AND BUILDING FRONTAGE

Single-family residential development shall efficiently use the site, and relate to the street.

1. Front porches (or porch elements) are encouraged to create an attractive interface with semi-public front yard areas.

2. The front entry shall be the focal point of the home. Roof elements, columns, porticos, or other architectural features shall be utilized.

3. Garages shall be a subordinate feature and shall not dominate the streetscape.

4. A reduced level of articulation on the less visible side and rear elevations is acceptable. Parcels on corner or visible end of a street shall include articulation similar to the front elevation.

C. BUILDING FORM AND ARTICULATION

Building form and articulation includes variation in wall planes (projections and recesses) and wall height (vertical relief) as well as variations in roof forms and heights to reduce the perceived scale of the structure.

1. Residential homes shall incorporate articulation of all facades, including variation in massing, roof forms, and wall planes, as well as surface articulation.

2. The highest level of articulation will likely occur on the front facade and facades visible from public streets. Similar and complementary massing, materials, and details shall be incorporated into every other structure elevation.

3. Elements and details of homes shall be true to the chosen architectural style.



Details such as projecting eaves, tapered columns and exposed beams are characteristics of a Craftsman style house

4. Surface detailing shall not serve as a substitute for well integrated and distinctive massing.

5. Architectural elements that add visual interest, scale, and character such as recessed or projecting balconies, trellises, recessed windows, and porches are encouraged.

6. Architectural elements such as overhangs, trellises, projections, and awnings shall be used to create shadows that contribute to a structure's character.

7. Massing shall accentuate entries and minimize garage prominence.



The chimney is a featured architectural element along with window inserts and trim

D. BUILDING HEIGHT

Heights per Section 4 Development Regulations in Planned Development.

Single-family residential homes shall be one or two stories. Homes shall have varied heights to create visual interest in the neighborhood.



This Second Story addition over part of the existing structure uses the same architectural style, materials and rooflines.

E. ROOF AND UPPER STORY DETAILS

Visual diversity shall be created by incorporating multiple rooflines and designs while remaining consistent with the architectural style of the home.

1. A variety of roofs shall be incorporated throughout the development (e.g., gabled, hipped, dormers, etc.).

2. Multi-form roofs, gabled, hipped, and shed roof combinations are encouraged to create varying roof forms, and break up the massing of the building.



Craftsman roofs feature intersecting gables to create an interesting building form

3. Full, sloped roofs are strongly encouraged with both vertical and horizontal roof articulations.

4. Roof overhangs shall be sized appropriately for the desired architectural style.

5. Exposed gutters and downspouts, unless designed as an outstanding architectural feature of the overall theme, shall be colored to match fascia.

F. BUILDING MATERIALS AND FINISHES

The use of high quality materials will create a look of permanence within a project. Materials and colors shall be varied to generate visual interest in the facades and to avoid the monotonous appearance that is sometimes common in some contemporary residential development projects.

1. Key portions of the facade shall be enhanced with special materials or color.



The white trim on this house contrasts with the blue siding for a pleasing appearance

2. Material changes shall occur at intersecting planes, at inside corners of changing wall planes or where architectural elements intersect (e.g., chimney, pilaster, projection, fence line, etc.)

3. Contrasting but complementary colors shall be used for trim, windows, doors, and key architectural elements.

4. Roof materials and colors shall be consistent with the desired architectural style.

5. Visually heavier materials shall be used lower on the structure elevation to form the base of the structure.

6. Stucco may be an appropriate building material if careful attention is paid to ensure it is appropriate to the architectural style of the house (i.e., the creamier stucco colors and finishes of a Spanish eclectic home would be appropriate).



A heavy material such as brick serves as a strong base for a house

G. WINDOWS, DOORS AND ENTRIES

The desired architectural style of the building can be captured by carefully designing windows, doors, and entries.

1. Entrances shall be enhanced by using lighting, landscaping, and architecture detailing.

2. The main entrance to a home shall be clearly identifiable and shall be articulated with projecting or recessed forms so as to create a covered landing that will provide for shelter from the weather.

3. Window type, material, shape, and proportion shall complement the architectural style of the building.



A recessed entry to a house adds interest and provides protection from the elements

4. Windows shall be located to maximize incoming daylight and reduce the need for indoor lighting and promote energy efficiency. Environmental Protection Agency (EPA) "Energy Star" windows with low e-coatings shall be used.



An inset window is appropriate for Spanish Colonial style houses

5. In order to enhance privacy, windows on side elevations shall be staggered and not be positioned directly opposite of the adjacent structure's windows.

6. Where windows have mullions they should be appropriate to the architectural style of the structure.

7. Where architecturally appropriate, feature windows shall be generously inset from structure walls to create shade and shadow detail. The minimum inset shall be six inches

8. Windows shall be articulated with sills, trim, kickers, shutters, or awnings that are authentic to the architectural style of the structure.

H. GARAGES

When garages are well integrated into a project it will ensure that they do not dominate front facades.

1. Garage doors shall be recessed a minimum of 3.5 inches from the face of the garage.

2. Garage doors facing the street shall be set back from the exterior face of the main house or porch to help reduce their visual impact.



The garage pictured here is set back from the rest of the house to de-emphasize its visual impact on the streetscape

3. Swing in garages are permitted and shall adhere to the setbacks described in this document.

4. Garage doors shall incorporate panels and/or windows to articulate large planes.

5. Garage standards shall be:
Interior dimensions: twenty by twenty feet clear;
Minimum garage door width of eight feet single, sixteen feet double; Seven feet minimum height.

I. COMPATIBILITY WITH ADJACENT PROPERTIES

Homes shall vary from adjacent neighbors in architectural style, height, and material selection, while still relating to the overall theme of the larger development as a whole.

Variation in elevation style, colors and materials shall be used to provide a variety and visual intrest.

INDUSTRIAL
DESIGN GUIDELINES

The Industrial Design Guidelines are intended to serve as a point of reference to guide property owners, business owners, developers, architects, and other design professionals in understanding the objective of providing for well-designed, attractive, high quality industrial development in the Industrial Area.

PROJECT DESCRIPTION

Branaugh Industrial is envisioned as an extension of the community along the future Dublin Boulevard Extension project. The Branaugh Industrial design concept should be compatible with the general commercial character of the nearby industrial parcels. A unique sense of place can be achieved through rich and varied contemporary architectural character.

The Branaugh Industrial Architectural Design Guidelines draw from the surrounding larger, more modern urban and suburban areas. Both visual and physical elements of the Branaugh Industrial Park will appeal to communities because it helps provide a place for synergy and utility for commerce in an environment people want to participate in, be part of and enjoy.

The successful development of Branaugh Industrial depends on many considerations beyond the built environment. The implementation of these guidelines will help to provide an initial step in creating the environment in which the industrial Park will live and thrive within the community it serves.

These guidelines include a description of design objectives and stylistic analogs to be incorporated into the overall architectural concept for Branaugh Industrial.

BRANAUGH INDUSTRIAL CHARACTER

The overall character and feel of Branaugh Industrial shall use a variety of cohesive styles, materials, colors and textures. The use of pattern and scale will integrate all of the different design principles, creating a unified project. Elements such as awnings, windows and storefront glazing will enhance building articulation. Application of good design principles should incorporate building scale and proportion, color theory, lighting, storefront design, landscape design, as well as keeping modern construction practices in mind with respect to building development throughout Branaugh Industrial.

The goal is to create a unique sense of place and that is complementary to its surroundings.

Branaugh Industrial may consists of several types and sizes of industrial buildings based on market needs but the overall design of the Industrial park should have a consistent theme with minor variations as appropriate to the building and its use.

The main elements that typically define the character of Branaugh Industrial are:

- Building Mass & Form
- Materials & Colors
- Contemporary Architectural Style
- Entry features
- Landscape Guidelines
- Parking and Vehicular Circulation

These components are fundamental to the creation of a successful Industrial Park. They must each be addressed in regard to design, location, scale and use.

AREA CHARACTER

1. New development, including expansions, renovations, and any exterior modifications, should reflect the design characteristics of the commercial and light industrial surrounding area, including project design, architectural styles, and established landscape patterns, which are consistent with the purpose of the City of Dublin's Site Development Review Permit.

2. Setback treatments for new buildings from streets should provide a positive image to the existing streetscape.

3. Generally, transitions between existing and new buildings should be gradual. The height and mass of new projects should not create abrupt changes in close proximity to existing buildings, unless the area is clearly transitioning to a more intense development pattern.

SITE DESIGN

1. Primary site and building entry points are strongly encouraged to generate visual interest with special design features such as decorative or textured paving, flowering accents, special lighting, monumentation, walls, shrubs, water features, and the use of sizeable specimen trees.

2. The parking lot should not be the dominant visual element of the site as viewed from the street. Locate or place parking lots at the side and rear of buildings or use parking lot screening to soften their appearance.

3. On corner sites, establish a prominent streetscape presence and add visual interest by either locating buildings near the intersection to enliven the streetscape or using landscaping or planter walls to frame the intersection. Parking areas immediately adjacent to intersections are discouraged.

4. Project sites should be designed so that areas used for outdoor storage, and other potentially unsightly areas are screened from public view.

5. Consider views from Highway 580 and other views from above when siting and designing buildings, storage yards, utilities, and equipment.

6. Site accessories such as bicycle racks, trash receptacles, planters, benches, shade structures and lighting should be designed as an integral part of the project. The architectural character and use of materials for these accessories should be consistent with the overall project design.

7. Structures and site improvements should be located and designed to avoid conflict with adjacent uses.

8. When appropriate, integrate spaces into a site plan for use by employees or customers to sit or rest.

INTERFACE WITH RESIDENTIAL USES

1. Loading areas, access and circulation driveways, trash, and storage areas, and rooftop equipment should have adequate landscape buffering.

2. Window orientation for industrial buildings should preclude a direct line of sight into adjacent residential private open spaces or windows. First floor windows may be appropriate if screened with appropriate fencing.

3. When industrial buildings back up to residential properties, the industrial setback should be landscaped or screened, as well as functionally and/or visually combined with residential open space where possible.

PARKING AND CIRCULATION

1. Vehicular and pedestrian connections between adjacent developments are a priority within the area and should be established when feasible.

2. Whenever possible, provide common driveways for access to more than one site or development which reduces the number of driveways and contributes to a continuous streetscape.

3. Gates to parking areas shall be located to prevent vehicle stacking or queuing on the street.

4. Gates to parking areas should be designed with materials and color that are compatible with the site.

5. Parking areas visible from public streets shall be separated from buildings by either a raised walk-

way or landscape strip at least 4 feet wide. Situations where parking aisles or spaces directly abut the building are discouraged.

6. Separate vehicles and pedestrians. Design parking areas so that pedestrians walk parallel to moving cars. Minimize the need for the pedestrian to cross parking aisles and landscape areas. These features may be combined with required accessibility requirements.

7. For new development, consider adding a landscaped buffer to screen views of automobiles while permitting views of buildings beyond.

STORAGE YARDS/SERVICE FACILITIES

Providing adequate service facilities is critical to the efficient functioning of industrial buildings. The design of these facilities also presents an opportunity in preventing nuisance (noise, odor, visual) problems in the future.

1. Where appropriate and feasible, 'service yards' are encouraged over the dispersal of service facilities around the site. Service yards should include provisions for loading, trash bins (in lieu of a trash enclosure), utility cabinets, utility meters, transformers, and other outdoor mechanical equipment, when possible.

2. Loading and outdoor storage activities should be concentrated and located in a manner to minimize nuisances for the surrounding area.

3. All service yards and outdoor storage areas shall be enclosed or screened from view from local streets. When designing these facilities, also consider the views from HWY 580, neighboring parcels and the residential area to the North. Screening may include walls, buildings, gates, landscaping, berming, or combinations thereof.

4. Service yards should be located and designed for easy access by service vehicles and for convenient access by each tenant.

5. The design of service yard walls and similar accessory site elements should be compatible with the architecture of the main building(s), and should use a similar palette of materials and colors.

TRASH ENCLOSURES

1. Trash and storage enclosures should be architecturally compatible with the project design. Landscaping should be used to screen and deter graffiti.

2. Trash enclosures should be unobtrusive and should be conveniently accessible for trash disposal and collection.

3. Trash enclosures should be located away from residential uses to minimize nuisance to adjacent properties.

4. Trash receptacle design should coordinate with other streetscape furnishings.

5. Roof structures for trash enclosures should be architecturally compatible with buildings on the site.

LOADING AREAS

1. To the fullest extent possible, loading areas and vehicle access doors should not be visible from public streets.

2. Loading driveways shall not back onto streets or encroach into landscaped setback areas.

3. Loading doors should be integrated into building elevations and given the same architectural treatment where feasible.

UTILITY EQUIPMENT

1. To the fullest extent possible, utility equipment should be located in a manner which minimizes visibility from the street or the front of a site.

2. Utility equipment such as electric and gas meters, electrical panels, and junction boxes shall be screened from view or incorporated into the architecture of the building.

3. Utility devices, such as transformers and backflow preventers, should not dominate the front landscape area. When transformers are unavoidable in the front setback area, they should be screened by an enclosure or thick landscaping, in accordance with utility company regulations.

4. All utility lines from the service drop to the site shall be located underground.

MECHANICAL EQUIPMENT

1. Mechanical equipment shall be located in a manner that minimizes visual impact and be screened from public view by enclosures or landscaping on all sides.

2. All mechanical equipment such as compressors, air conditioners, antennas, pumps, heating and ventilating equipment, emergency generators, chillers, elevator penthouses, water tanks, stand pipes, solar collectors, satellite dishes and Light Industrial communications equipment, and any other types of mechanical equipment for the building shall be concealed from view of public streets, and to the fullest extent possible, public areas of neighboring properties.

3. For new construction, mechanical equipment shall not be located on the roof of a structure unless the equipment can be hidden by building elements that are designed as an integral part of the building design.

4. For exterior modifications of existing structures, all roof-mounted equipment must be screened in a manner that is compatible with the architecture and materials of the building.

BUILDING PLACEMENT AND DESIGN

1. Buildings shall be designed with wall variations, such as insets and pop-outs. Façade elements, such as entryways, windows, etc should face the primary street frontage(s).

2. Buildings along streets and I-580 shall feature architecturally-detailed elevations and views of entries or activity areas.

3. Public entrances and primary building elevations should be oriented toward the street whenever possible.

4. Buildings in a single project should create a positive functional relationship with one another. Whenever possible, buildings should be clustered. This prevents long "barrack-like" rows of buildings. When clustering is impractical, a visual link should be established between buildings. This link can be accomplished through the use of landscape, an arcade system, trellis, colonnade, or other open structures.

BUILDING DESIGN

The design and placement of industrial buildings should respond to the general characteristics of the surroundings as well as to the vision of the Industrial Area.

BUILDING FORM AND SCALE

1. In order to relate to other nearby buildings, when possible, incorporate interesting building elements from surrounding buildings.

2. Buildings should contain the three traditional parts of a building in appropriate proportions: base, mid section, and top.

3. The scale of new buildings should be compatible with adjacent buildings. Use transitions to achieve compatibility between larger buildings next to small scale buildings; transition techniques should include building elements of different heights, building or roof articulation, and building projections such as covered walkways.

4. Franchise architecture is generally discouraged, although the use of corporate identifying elements may be appropriate on a building that otherwise reflects the desired vision of the area.

BUILDING ELEMENTS

1. A consistent architectural style should be used for a building, auxiliary structure, and all related site elements, such as screen walls, planters, trellises, and street furniture.

2. Expansions to existing buildings should provide for continuity between the old building and the new addition. The addition need not strictly match the existing building, but should include prominent design elements of the old building or the addition of architectural elements to the old building to provide architecture compatibility between old and new.

3. Building Base – The lowest portion of a building at grade creates opportunity to establish an architectural base. This base may be a projection, a change in surface texture, or a change in material or color. The size of the base should be in proportion to the overall size of the building. This is not a requirement but it is encouraged.

a. Base materials should be highly resistant to damage, defacement, and general wear and tear. Pre-cast decorative concrete, stone masonry, brick, slate, and commercial grade ceramic tile are examples of excellent base materials. The use of anti-graffiti coating on base materials is encouraged.

b. In general, the base materials should appear "heavier" and "darker" in appearance than the materials and color used for the building's main exterior.

WINDOWS, DOORS, AND OPENINGS

Windows, doors, and other openings should be detailed to emphasize them as important parts of the building.

1. Building entries should be framed with architectural embellishment for articulation, be visible from the street, and be easily recognizable.

2. Incorporate articulation (insets, pop outs, wing walls, etc.) to avoid unrelieved blank walls.

ROOFS

Roofs should be an integral part of the building design and overall form of the structure.

1. Roof design may have the appearance of a full roof reflecting traditional forms (i.e., hipped, pitched, flat, etc.) and be integrated to the building, particularly on parapet walls and roof elements used to screen equipment.

2. Earth-toned or muted and durable roof materials are strongly encouraged to create a unifying image of an area.

3. Decorative cornices and parapet walls should be used to screen flat roofs and to delineate the building's profile.

4. Vertical roof elements should be used to add interest to horizontally-oriented rooflines.

5. Roof overhangs and arcades are encouraged in that they complement a building's design.

FINISH MATERIALS

1. Industrial buildings should be constructed using durable but attractive materials which convey a substantial quality appearance.

2. Exterior building treatments, including colors, materials, and architectural detailing, should be consistent throughout the building.

3. Exterior building colors should generally consist of earth-toned or neutral colors, with vibrant or bright colors reserved for trim or accent use.

4. Building materials reflecting natural elements, such as stone or wood, are strongly encouraged.

CONTEMPORARY / MODERN

Contemporary / Modern architecture features clean lines with an emphasis on function. The building style simplifies the design with less ornamentation. Decorative moldings and elaborate trim are eliminated or greatly simplified, giving way to a clean aesthetic where materials meet in simple, well-executed joints. An emphasis is placed on rectangular forms and horizontal and vertical lines. Materials are often used in well-defined planes and vertical forms juxtaposed against horizontal elements for dramatic effect. Low, horizontal massing, flat roofs, and emphasis on horizontal planes and broad roof overhangs. The use of traditional materials in new ways such as wood, brick and stone simplified ways reflecting a modern aesthetic. Traditional clapboard siding are replaced with simple vertical board cladding can be used in large, smooth planes. Brick and stonework are simple, unornamented, and can be used in rectilinear masses and planes.

CHARACTERISTICS

- Simple wall planes and surfaces, mass, and volumes.
- Mass and Volume contrasted with glass and fenestration.
- Roof types include interesting overhangs or unusual linear elements can be mixed to create a more unique statement flat

roofs with parapet.

- Diverse use of materials and color.
- Simplicity and clarity of forms and elimination of "unnecessary detail"

EXAMPLES

The following figures depict several types of industrial buildings. This is for reference only and shall not be considered as a wholly approved design.



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6



Figure 7

EXAMPLES FOR REFERENCE ONLY.



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12

EXAMPLES FOR REFERENCE ONLY.

Attachment 3

CONCEPT

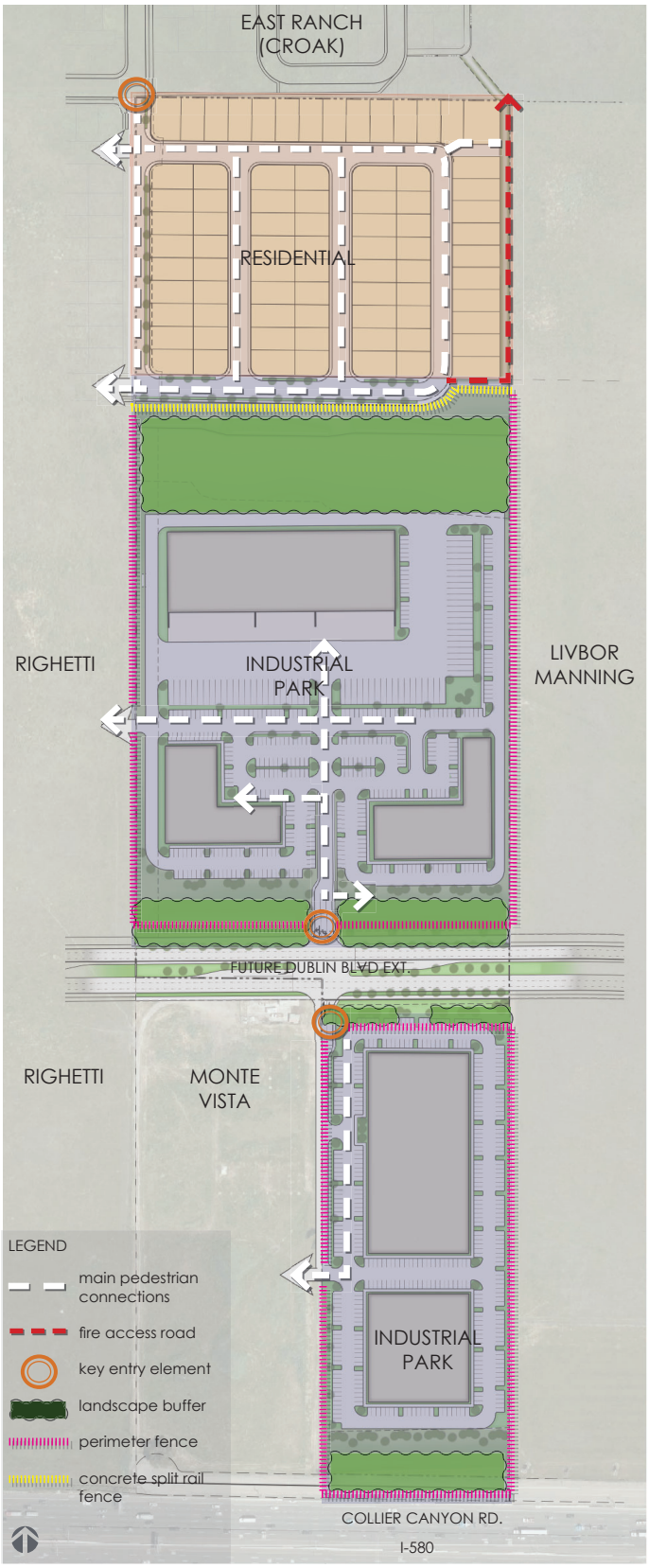
The Branaugh property consists of 9.7 acres of medium density residential and 30.5 acres of Industrial Park use. The site will be well-designed through the choices and arrangement of materials, colors, and textures. The overall landscape theme provides vibrant, flowering plant material that complements architecture and provides seasonal color while encouraging pedestrian access and connectivity to and from adjacent uses and activities.

The residential neighborhood will use the proposed Central Parkway extension as the primary access. The neighborhood entrance will be distinct yet complementary to the character of the adjacent neighborhood. The proposed landscape will support a strong, visual identity to the neighborhood. Internal streets and sidewalks of the residential community are complemented using a variety of upright deciduous trees for solar exposure coupled with low growing flowering groundcover enhancing pedestrian connections to the public sidewalks.

The non-residential industrial parcels will have access from the future Dublin Boulevard extension. The industrial park landscaping will serve a variety of functions, including softening the edges of development, screening unattractive views, buffering incompatible uses, providing shade, and increasing the overall aesthetic appeal of the site.

DESIGN PRINCIPLES

- Continue the theme and plant palette of east Dublin, Dublin Boulevard, Central Parkway, and the surrounding neighborhoods.
- Ensure landscape consistency between the proposed industrial park and the residential community.
- A well-designed site through the choices and arrangement of materials, colors, and textures.
- Encourage the industrial park to provide outdoor amenities to employees, such as pedestrian circulation and outdoor seating areas.
- Creating environments in which industrial activities and operations may be conducted with minimal impact on the natural environment and surrounding neighborhood.



LANDSCAPE FRAMEWORK

MEDIUM DENSITY RESIDENTIAL NEIGHBORHOOD

Neighborhood Entry

The Residences at Branaugh property share with Righetti property the primary access, which will come off the proposed Central Parkway extension within the proposed East Ranch project. The entry will include a monument with project branding and thematic landscaping.

The landscape palette will emphasize the importance of this space. Accent trees will line the entry on both sides of the street and provide seasonal color. Low-growing shrubs and groundcover will provide continuous interest throughout the year as well as a colorful understory to the accent trees above. Refer to Proposed Plant Palette for select plant species and container sizes.



Entry monument with thematic landscape as a neighborhood identification



Use of stamped asphalt for the crosswalk and entry drive is encouraged.

Neighborhood Streets

Neighborhood streets will provide a well-planned pattern that guides vehicles and pedestrians throughout the neighborhood units. Street C and Street B will have 5 foot wide landscaping and a 5 foot wide sidewalk on both sides of the street. Streets will be landscaped to provide a comprehensive street scene. Other streets will have a 5 foot wide sidewalk on both sides to link the neighborhood together. Textured paving, such as stamped asphalt, can be utilized in the crosswalk to visually enhance the pedestrian path of travel.

Street trees should be coordinated with the utilities and street lights to provide a continuous canopy of trees. Street trees will be planted and maintained by private lot owners when there is no designated planting area within the right-of-way. Additional trees in an irregular pattern and the screening trees adjacent to building ends shall be considered to soften the architecture. Low-growing groundcover, intermediate and background shrubs will be proposed in a tiered effect to provide a variety of landscapes with seasonal color and textural contrast. Refer to the plant palette for suggested plant species and required sizes.



1



Incorporate street trees in parkway strips or front yard planting areas

MEDIUM DENSITY RESIDENTIAL NEIGHBORHOOD

Fences and Walls

The landscape system includes community theme walls, fencing, and front yard planting. All elements of the landscape are intended to convey the special character and high quality of the community.

In general, fences will be located outside of the view triangles at intersections. Breaks in fence, removable sections or gates will be incorporated for maintenance access of the adjacent utilities, such as water quality basins, where applicable.

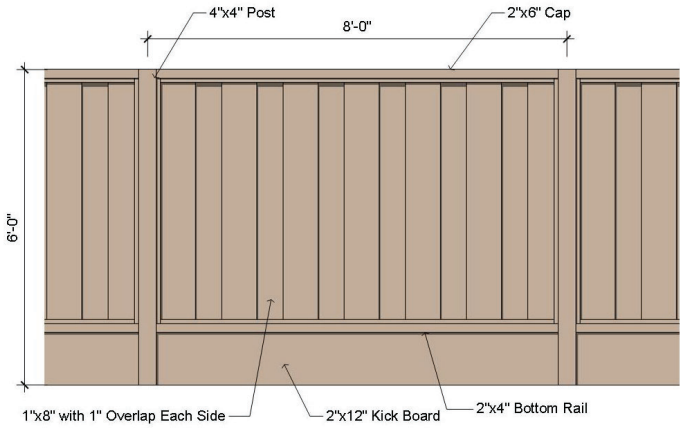
Good Neighbor Fence - The good neighbor fence will be located between lots. The design is a vertical board wood fence, 6' tall with caps and fascia boards. Wood 4x4 posts are located at a minimum of 8' on center.

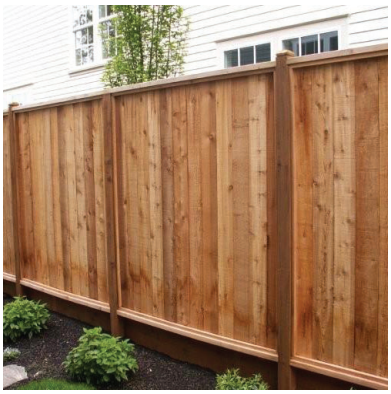
Lattice Fence - This fence will be used parallel to the front of the home. Where side yards abut a residential street, the lattice fence will also be used. Where the fence is adjacent to the street, a minimum of 3' landscape buffer is provided between walkway and fence.

Open Space Interface Fence - This will occur along the wildfire buffer lots where they abut open space. The fence should not exceed four feet in height.

Concrete Split Rail Fence - This fence is utilized in the landscape along the southern sidewalks of street B serving as a thematic element to keep pedestrians out of water quality basins.

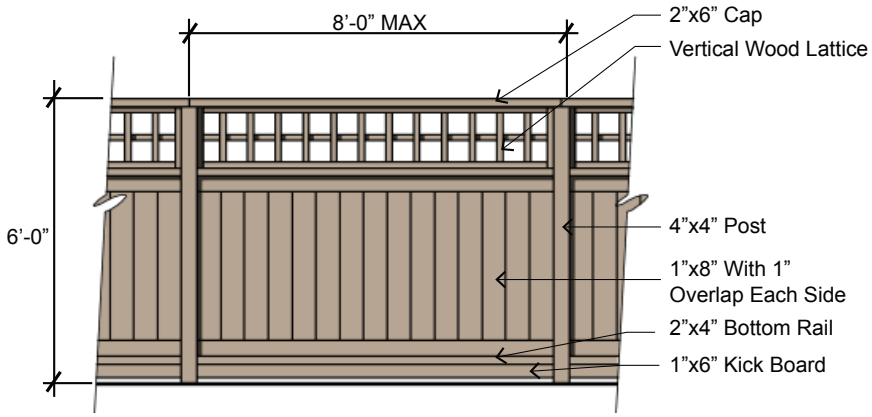
CMU Block Wall - Use split face CMU block wall where needed to retain throughout the community.





Good Neighbor Fence

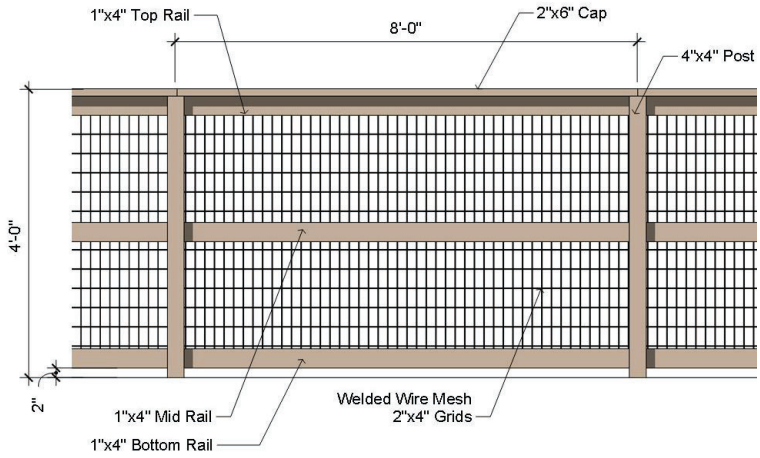
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Lattice Top Fence

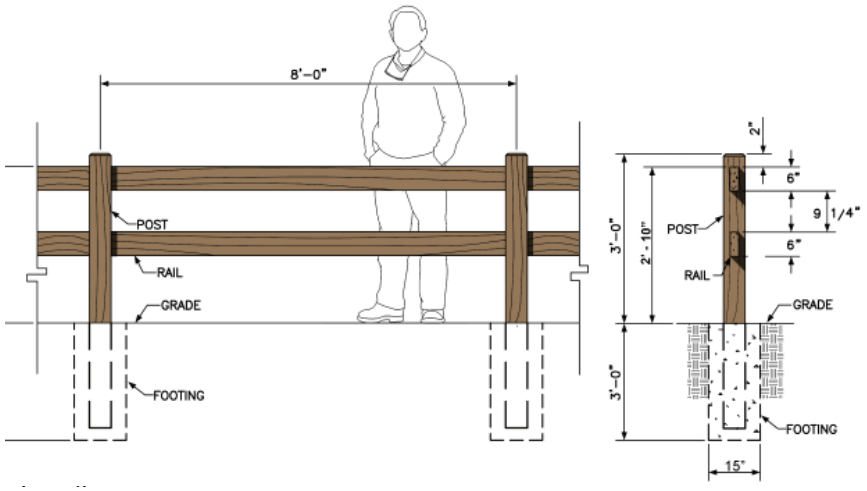
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Open Space Interface Fence

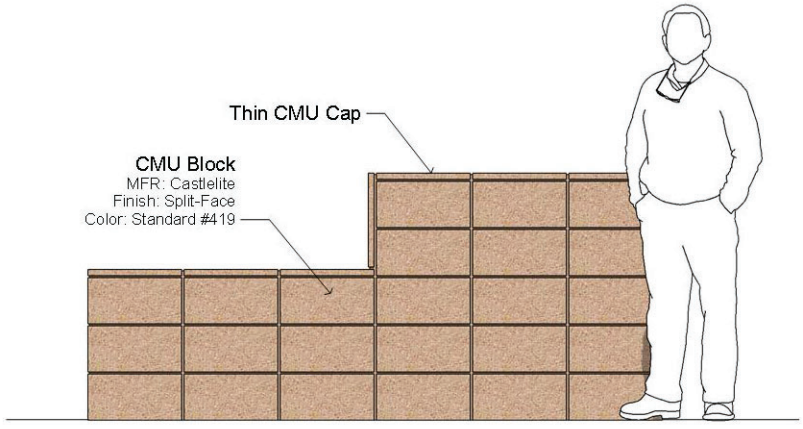
Scale: N.T.S.





Concrete Split Rail Fence

Scale: N.T.S.





CMU Retaining Wall

Scale: N.T.S.

MEDIUM DENSITY RESIDENTIAL NEIGHBORHOOD

Stormwater Quality Basin
The plant material found within the water quality basins will convey a mosaic effect that demonstrates the bloom and growth cycles of seasonal grasses in gentle patterns and large swaths. All plant material found within the basins will conform with the Alameda County C.3 Stormwater Technical guidelines and requirements.



Wildfire Buffer Lot and Fire Access
Eleven lots on the east side of the neighborhood are identified as a wildfire buffer lot. Trees along these lots shall be fire safe, which have a favorable rating for plant performance per the Diablo Firesafe Council.

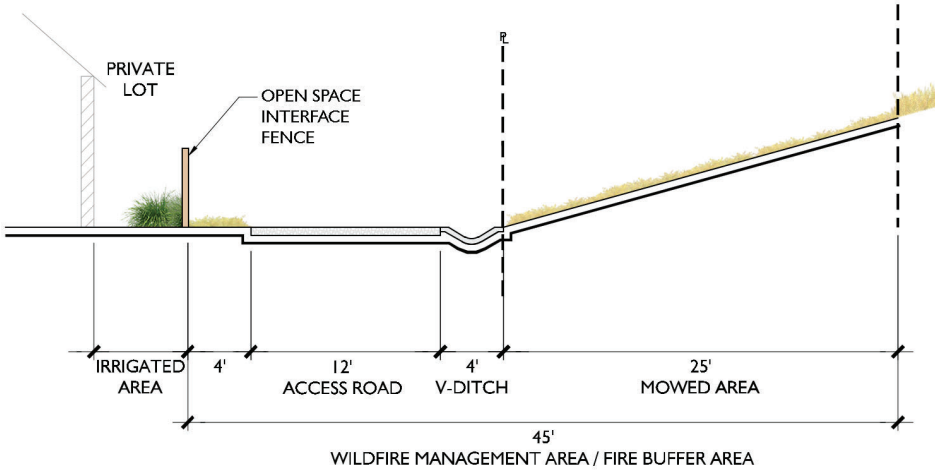
The fire access road is located on the east side of the neighborhood. It connects the access road to a neighborhood street in East Ranch. Fire safe plant materials shall be considered in the planting strategy. Fencing adjacent to the fire access road must conform to the Dublin Wildfire Management Plan. Heavy timber wood fencing with 6' returns may be used along the rear property lines. All wood is to be construction-heart redwood fire-hardened/heavy timber to meet the Dublin Wildfire Management requirements. All wood should be fire retardant treated per section 710A.3.2 and 710A.4 7A of the California building code for all exterior wood products.

Outdoor Site Elements

Street Lighting
All street lighting in the residential neighborhood will conform to approved City standards. Street lighting is used for both decoration as well as marking special pathways and landmarks.
Model: The Lumec L60 LED Hexagonal Lantern series on 18.5' tall post is recommended, to match the current City's standard.

Mailbox
Clustered mailbox will be used. The mailbox location/model shall be reviewed and approved by USPS.

Signage
Signage shall conform to City ordinances.



Wildfire Buffer Lot Interface
Scale: N.T.S.



Street Lighting
Scale: N.T.S.

INDUSTRIAL PARK

Entry

The entry to each development area should be clearly visible to motorists. Industrial parks should be marked by entry features. The combined use of landscaping, and varied hardscape, such as contrasting pavement colors or materials, banding or pathways interspersed with alternate paver material, is encouraged.

Monument sign designs should use materials and colors consistent with the architectural style and landscaping theme near the entrance of the property. Other signs shall conform with the City of Dublin Sign Design Guidelines for Industrial Zones.



As part of the vision of the Light Industrial Area, a coordinated theme for signage is recommended.

Parking Lot

Parking lot landscaping should accent driveways, frame the major circulation aisles, and highlight pedestrian pathways. Entrances and exits to and from parking and loading facilities should be provided in compliance with applicable City development requirements. Pedestrian walkways should be accessible, safe, visually attractive, and well-defined by landscaping, site furnishing, and low-level lighting.

Landscaping should be protected from vehicular and pedestrian encroachment by raised planting surfaces, depressed walks, or the use of curbs. Concrete mow-strips separating turf and shrub areas should be provided.



Optimize landscape coverage of parking lots. Shade canopy trees should be provided in tree wells and at the end of each drive aisle to visually break up long rows of parked vehicles. Refer to Dublin Municipal Code for more requirements.

Screening and Planting Buffer

Landscape screening should be used to minimize the visual impact of new development. The industrial buildings should not detract from the scenic and visual quality of the residential community. The use of vines on walls is strongly encouraged in industrial areas to reduce their visual impact and opportunities for graffiti.

Parking lots adjacent to and visible from public streets should be screened from view by using evergreen hedges or rolling earth berms. For new development, consider adding a landscaped buffer to screen views of automobiles while permitting views of buildings beyond.

Landscaping materials that are used for screening edges of parking lots from the public right-of-way should be implemented by utilizing one or a combination of the following:

a. Evergreen hedges, recommended height of 36 inches. The minimum hedge container size should be 5-gallon;

b. Earth berm with a contoured, gradual slope and ground cover, maximum height 42-inch.

Perimeter Fence
A fence may be used along the property for security purposes. Landscaping, such as vines and tall hedges, against the fence, is encouraged to improve the aesthetics. Gates should be provided in walls or fences where necessary to allow for emergency or maintenance access.


Perimeter Fence

Site Lighting
A uniform lighting level shall be provided to ensure safety and security at night. Lighting fixture placement should provide illumination for outdoor areas such as parking, shipping and receiving, pedestrian walkways, and work areas.



Short-term Bike Parking
Provide bicycle parking to support employees who bike to work.

Benches and Trash Receptacles
Other site furniture, such as benches and trash receptacles, shall be provided to encourage outdoor activities.

Stormwater Quality Basin
All plant material found within the basins will conform with the Alameda County C.3 Stormwater Technical guidelines and requirements.



Post Top Light


Bollard Light


Bike Racks


Trash and Ash Receptacle


Bench

PLANTING DESIGN

Landscaping should enhance the quality of developments by framing and softening the appearance of structures, defining site functions, screening, and buffering adjacent uses. To the fullest extent possible, landscaped areas should generally incorporate planting utilizing a three-tiered system: 1) trees, and taking into consideration the width of the planting area; 2) shrubs; and 3) grasses and ground covers, and vines.

PLANTING LIST - TREES

TREES	COMMON NAME	SIZE	WATER USE
ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	M
ACER RUBRUM	RED MAPLE	24"BOX	M
ARBUTUS UNEDO	STRAWBERRY TREE SHRUB	24"BOX	L
CERCIS OCCIDENTALIS	WESTERN REDBUD MULTI-TRUNK	24"BOX	VL
CITRUS SPP.	ORANGE TREE	15 GAL.	M
DODONAEA VISCOSA	HOPSEED BUSH	15 GAL.	L
GINKGO BILOBA	MAIDENHAIR TREE	24"BOX	M
HETEROMELES ARBUTIFOLIA	TOYON	15 GAL.	L
LAGERSTROEMIA INDICA	CRAPE MYRTLE	24"BOX	L
OLEA EUROPAEA	OLIVE MULTI-TRUNK	24"BOX	VL
PLATANUS X ACERIFOLIA 'YARWOOD'	YARWOOD LONDON PLANE TREE	24"BOX	M
PRUNUS X YEDOENSIS 'AKEBONO'	AKEBONO YOSHINO CHERRY	24"BOX	M
QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	VL
QUERCUS LOBATA	VALLEY OAK	24"BOX	L
RHUS LANCEA	AFRICAN SUMAC	24"BOX	L
SCHINUS MOLLE	CALIFORNIA PEPPER	24"BOX	VL
TILIA CORDATA	LITTLELEAF LINDEN	24"BOX	M
ULMUS PARVIFOLIA 'DRAKE'	DRAKE LACEBARK ELM	24"BOX	L


Pistacia chinensis 'Keith Davey'


Tilia cordata 'Green Spire'


Prunus x yedoensis


Acer rubrum


Ulmus parvifolia

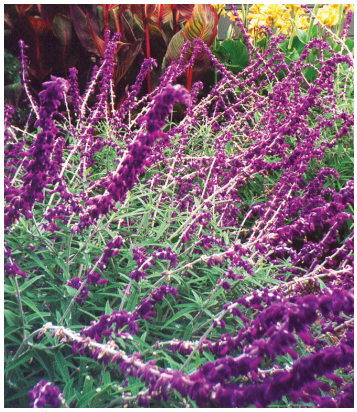

Acer palmatum


Lagerstroemia indica


Quercus lobata

PLANTING LIST - SHRUBS

SHRUBS	COMMON NAME	SIZE	WATER USE	SPACING
AGAPANTHUS AFRICANUS	AFRICAN LILY	5 GAL	M	24" o.c.
AGAVE	AGAVE	5 GAL	L	48" o.c.
ALOE STRIATA	CORAL ALOE	5 GAL	L	24" o.c.
ANIGOZANTHOS SPP.	KANGAROO PAW	5 GAL	L	30" o.c.
ASPARAGUS DENSIFLORUS 'MYERS'	MYERS ASPARAGUS FERN	5 GAL	M	48" o.c.
BULBINE FRUTESCENS	STALKED BULBINE	5 GAL	L	36" o.c.
CALLISTEMON VIMINALIS 'LITTLE JOHN'	LITTLE JOHN WEEPING BOTTLEBRUSH	5 GAL	L	36" o.c.
DIETES GRANDIFLORA	FORTNIGHT LILY	5 GAL	L	36" o.c.
EPILOBIUM CANUM	CALIFORNIA FUCHSIA	5 GAL	L	36" o.c.
EUONYMUS JAPONICUS 'GREEN SPIRE'	GREEN SPIRE EUONYMUS	5 GAL	L	24" o.c.
FEIJOA SELLOWIANA	PINEAPPLE GUAVA	5 GAL	L	96" o.c.
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	L	42" o.c.
IRIS DOUGLASIANA	DOUGLAS IRIS	2 GAL	L	30" o.c.
KNIPHOFIA UVARIA	RED HOT POKER	2 GAL	L	24" o.c.
LANTANA MONTEVIDENSIS 'ALBA'	WHITE TRAILING LANTANA	5 GAL	L	48" o.c.
NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL	L	36" o.c.
PHORMIUM TENAX	NEW ZEALAND FLAX	5 GAL	L	48" o.c.
PITTOSPORUM TOBIRA	JAPANESE PITTOSPORUM	5 GAL	L	48" o.c.
RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	L	48" o.c.
RIBES SANGUINEUM	RED FLOWERING CURRANT	5 GAL	L	48" o.c.
SALVIA SPP.	SAGE	5 GAL	L	48" o.c.
SEDUM SPP.	SEDUM	2 GAL	L	24" o.c.
TEUCRIUM FRUTICANS	BUSH GERMANDER	5 GAL	L	48" o.c.
TULBAGHIA VIOLACEA	SOCIETY GARLIC	2 GAL	L	30" o.c.
VERBENA LILACINA 'DE LA MINA'	LILAC VERBENA	2 GAL	L	30" o.c.
WESTRINGIA FRUTICOSA	COAST ROSEMARY	5 GAL	L	48" o.c.


Salvia spp.


Bulbine frutescens


Aloe striata


Anigozanthos


Kniphofia uvaria


Agapanthus


Dietes


Teucrium chamaedrys

PLANTING LIST - GRASSES, VINES, & GROUND COVERS

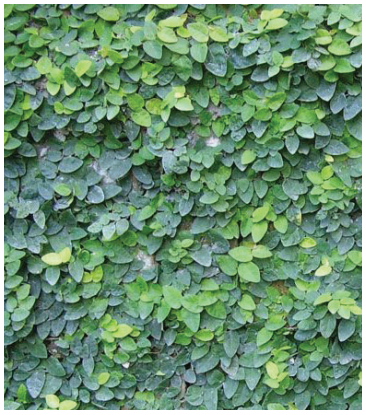
GRASSES	COMMON NAME	SIZE	WATER USE	SPACING
BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	L	24" o.c.
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	5 GAL	M	36" o.c.
CAREX PANSA	SANDDUNE SEDGE	1 GAL	M	36" o.c.
CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	5 GAL	L	36" o.c.
FESTUCA MAIREI	ATLAS FESCUE	2 GAL	L	36" o.c.
JUNCUS PATENS 'ELK BLUE'	SPREADING RUSH	2 GAL	L	24" o.c.
LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE GIANT WILD RYE	5 GAL	L	42" o.c.
LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH	5 GAL	L	36" o.c.
MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	L	48" o.c.

VINES	COMMON NAME	SIZE	WATER USE	SPACING
BOUGAINVILLEA SPP.	BOUGAINVILLEA	5 GAL	L	120" o.c.
FICUS PUMILA	CREEPING FIG	5 GAL	M	120" o.c.
HARDENBERGIA VIOLACEA	LILAC VINE	5 GAL	M	120" o.c.
WISTERIA SINENSIS	CHINESE WISTERIA	5 GAL	M	120" o.c.

GROUND COVERS	COMMON NAME	CONT	WATER USE	SPACING
ACACIA REDOLENS	BANK CATCLAW	2 GAL	VL	84" o.c.
BACCHARIS PILULARIS	COYOTE BRUSH	1 GAL	L	72" o.c.
CEANOTHUS GRISEUS	CARMEL CEANOTHUS	1 GAL	L	60" o.c.
CORREA PULCHELLA	AUSTRALIAN FUCHSIA	1 GAL	L	48" o.c.
DYMONDIA MARGARETAE	SILVER CARPET DYMONDIA	1 GAL	L	48" o.c.
JUNIPERUS SABINA ' BUFFALO'	SAVIN JUNIPER	1 GAL	L	72" o.c.
MYOPORUM PARVIFOLIUM 'PINK'	TRAILING MYOPORUM	1 GAL	L	60" o.c.
ROSA X 'CARPET ROSE PINK'	FLOWERING CARPET ROSE (PINK)	2 GAL	M	36" o.c.
ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	2 GAL	L	42" o.c.


Acacia redolens


Bougainvillea spp.


Ficus pumila


Lomandra longifolia


Rosa 'Carpet Rose'


Myoporum laetum


Calamagrostis 'Karl Foerster'


Chondropetalum tectorum

ORDINANCE NO. xx - 23

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBLIN AND BEX DEVELOPMENT RELATED TO THE BRANAUGH PROPERTY PROJECT
(PLPA-2021-00014)
(APN 905-0001-004-04)**

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Branaugh Property is located in the Fallon Village Project area. Through Ordinance No. 32-05, the City Council adopted a Stage 1 PD-Planned Development Rezone Amendment for the Fallon Village Project Area which, among other approvals, established the maximum number of residential units at 3,108 units for the Fallon Village Project Area.

B. The Applicant, Randy Branaugh, is requesting approval of a Planned Development Zoning Stage 2 Development Plan and amendments to the Stage 1 Development Plan. The proposed Project would allow up to 97 residential units and 527,773 square feet of industrial uses. Requested land use approvals include a Planned Development Zoning Stage 2 Development Plan, amendments to the Stage 1 Development Plan, Vesting Tentative Parcel Map No. 9306, and a Development Agreement among other related actions. These planning and implementing actions are collectively known as the “Branaugh Property Project” or the “Project.”

C. The 40.16-acre Project site (APN 905-0001-004-04) is located in eastern Dublin, north of Interstate 580 and immediately adjacent to the City limit and urban limit line.

D. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Addendum for the Project, which reflected the City’s independent judgment and analysis of the potential environmental impacts of the Project. Prior CEQA analysis for the Project area includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the “EDSP EIRs.”

E. The proposed Development Agreement is attached to this Resolution as Exhibit A.

F. The Planning Commission held a public hearing on the proposed Development Agreement on February 14, 2023, for which public notice was given by law.

G. The Planning Commission recommended that the City Council approve the Branaugh Property Project including the Development Agreement by Resolution No. 23-01.

H. A public hearing on the proposed Development Agreement was held before the City Council on March 7, 2023 for which public notice was given as provided by law.

I. The City Council has considered the recommendation of the Planning Commission, including the Planning Commission's reasons for its recommendation, the Agenda Statement, all comments received in writing, and all testimony received at the public hearing.

SECTION 2: FINDINGS AND DETERMINATIONS

Therefore, on the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin General Plan; (c) the Eastern Dublin Specific Plan, (d) the EDSP EIRs and Addendum prepared for the Project; (e) the Staff Report; (f) information in the entire record of proceeding for the Project, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Eastern Dublin Specific Plan in that: (a) the Development Agreement incorporates the objectives policies, general land uses and programs in the General Plan and Specific Plan and does not amend or modify them; and (b) the Project is consistent with the fiscal policies of the General Plan and Specific Plan with respect to the provision of infrastructure and public services.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located because the Development Agreement does not amend the uses or regulations in the applicable land use district.

C. The Development Agreement is in conformity with public convenience, general welfare, and good land use policies in that the Developer's Project will implement land use guidelines set forth in the Eastern Dublin Specific Plan and the General Plan.

D. The Development Agreement will not be detrimental to the health, safety, and general welfare in that the Developer's proposed Project will proceed in accordance with all the programs and policies of the General Plan, Eastern Dublin Specific Plan, and future Project Approvals and any Conditions of Approval.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan, the Eastern Dublin Specific Plan, and future project approvals.

F. The Development Agreement specifies the duration of the agreement, the permitted uses of the property, and the obligations of the Applicant. The Development Agreement contains an indemnity and insurance clause requiring the developer to indemnify and hold the City harmless against claims arising out of the development process, including all legal fees and costs.

SECTION 3. APPROVAL

The City Council hereby approves the Development Agreement (**Exhibit A** to the Ordinance) and authorizes the City Manager to execute it.

SECTION 4. RECORDATION

Within ten (10) days after the Development Agreement is fully executed by all parties, the City Clerk shall submit the Agreement to the County Recorder for recordation.

SECTION 5. EFFECTIVE DATE AND POSTING OF ORDINANCE

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Dublin shall cause the Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of March, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY:

CITY OF DUBLIN

WHEN RECORDED MAIL TO:

City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF DUBLIN

AND

BEX DEVELOPMENT, LLC

FOR THE BRANAUGH PROJECT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**" or this "**Development Agreement**") is made and entered into for reference purposes on this __ day of _____, 2023, by and between the City of Dublin, a Municipal Corporation (hereafter "**City**"), and Bex Development, LLC, a California Limited Liability Company (hereafter "**Developer**") pursuant to the authority of §§ 65864 et seq. of the California Government Code and Dublin Municipal Code, Chapter 8.56. 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. California Government Code §§ 65864 *et seq.* ("**Development Agreement Statute**") and Chapter 8.56 of the Dublin Municipal Code (hereafter "**Chapter 8.56**") authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer owns certain real property (the "**Property**") consisting of approximately 40 acres of land, as more particularly described in Exhibit A, Legal Description of Property, attached hereto and incorporated herein by reference.

C. Developer has applied for, and City has approved, various land use approvals in connection with a project consisting of up to 97 residential units and up to 527,773 square feet of industrial development (the "**Project**"), including, without limitation, an amendment to Planned Development Zoning Ordinance No. 32.-05 Stage 1 Development Plan (Ord. No. ___ adopted on _____, 2023), a Stage 2 Planned Development Rezoning and Development Plan for the Branaugh Project (Ord. No. ___ adopted by the City Council on _____, 2023), Vesting Tentative Parcel Map 9306 for the Branaugh Project (Resolution No. ___ adopted on _____, 2023), and this Agreement (approved by the DA Approving Ordinance (defined below)) (collectively the "**Project Approvals**").

D. City desires the timely, efficient, orderly and proper development of the Project.

E. The City, in collaboration with the City of Livermore, is the lead agency that desires to construct a project generally described as the roadway extension of Dublin Boulevard from Fallon Road to the Dublin city limits, continuing easterly through unincorporated Alameda County and connecting to North Canyons Parkway within the City of Livermore, commonly referred to as

the proposed Dublin Boulevard – North Canyons Parkway Extension Project ("**Dublin Boulevard Extension**"). On September 3, 2019, the City Council adopted Ordinance No. 10-19 to establish Right-of-Way Lines for Dublin Boulevard between Fallon Road and the Eastern City Limit ("**Precise Plan**").

F. The Valley Link Rail project ("**Valley Link Project**") is a new 47-mile, 7-station passenger rail project that establishes rail connectivity between the Bay Area Rapid Transit (BART) system at the existing Dublin/Pleasanton BART Station in Alameda County to the approved Altamont Corridor Express (ACE) North Lathrop Station in San Joaquin County. The proposed project will impact existing transportation corridors, including the existing Interstate 580 ("**I-580**") corridor in the City. The Valley Link Project proposes relocation of Collier Canyon Road to accommodate the passenger rail line. The addition of a new rail system would require widening of I-580 right-of-way to the north and respective relocation of Collier Canyon Road (the "**Collier Canyon Roadway Relocation**").

G. City and Developer have reached agreement and desire to express herein a Development Agreement that will facilitate development of the Project subject to conditions set forth herein.

H. The development of the Property and the Project has been evaluated in three environmental impact reports certified by the City: (1) Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report, State Clearinghouse No. 91103064; (2) East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (State Clearinghouse No. 2001052114); and (3) Fallon Village Project Draft Supplemental Environmental Impact Report (State Clearinghouse Number 2005062010) (collectively, "Prior EIRs"). The Prior EIRs specifically addressed the General Plan, Specific Plan and Stage 1 Planned Development Zoning and Development Plan for the Project. An Initial Study was prepared for the amendment to Planned Development Zoning Ordinance No. 32.-05 Stage 1 Development Plan, Stage 2 Planned Development Rezoning and Development Plan, a Vesting Tentative Parcel Map 9306, and this Development Agreement to determine whether these approvals will result in any new or substantially more severe significant environmental impacts than those analyzed in these prior EIRs or any other standard requiring further environmental review under CEQA are met (Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15163). The Initial Study determined that these approvals did not trigger any of the CEQA standards requiring further environmental review. An Addendum was prepared for these approvals explaining the basis for finding no further review is required under CEQA pursuant to CEQA Guidelines section 15164(e). The City Council considered and

approved the findings in the Addendum (Reso. No. ___ adopted on _____, 2023) prior to approving the amendment to Planned Development Zoning Ordinance No. 32.-05 Stage 1 Development Plan, Stage 2 Planned Development Rezoning and Development Plan, a Vesting Tentative Parcel Map 9306, and this Development Agreement.

I. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867 and Chapter 8.56. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.

J. On _____, 2023, the City of Dublin Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Development Agreement pursuant to Resolution No. ___.

K. On _____, 2023, the City Council of the City of Dublin adopted Ordinance No. ___ approving this Development Agreement (the "**DA Approving Ordinance**"). The DA Approving Ordinance took effect on ___, 2023.

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. **Description of Property.** The Property that is the subject of this Agreement is described in Exhibit A.

2. **Interest of Developer.** Developer has a legal interest in the Property in that it is the owner of the Property.

3. **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 neither City nor Developer is an agent of the other. 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.

4. Effective Date and Term

4.1 Effective Date. The effective date of this Agreement ("**Effective Date**") is the date upon which the DA Approving Ordinance takes effect.

4.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for 10 (ten) years thereafter, unless said term is otherwise extended or terminated as provided in this Agreement (as so extended or terminated, the "**Term**"). In the event that any third-party lawsuit is filed challenging the City's issuance of the Project Approvals or its compliance with CEQA, the Term of this Agreement shall be automatically extended for a duration equal to the time from the filing of such lawsuit to the entry of a final order dismissing or otherwise finally terminating such lawsuit, which duration shall include any appeals ("**Litigation Extension**"). If required by one of the parties, the other party shall enter into a Clarification pursuant to Section 9.4 below memorializing the length of such Litigation Extension. This Agreement shall terminate with respect to any for sale residential lot and such lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on such lot.

4.3 Optional Extension. Prior to the expiration of the Term of this Development Agreement, as provided in Section 4.2, Developer may extend the Term of the Development Agreement. To do so, Developer shall give City written notice at least 90 days prior to the termination date of the Development Agreement. At the time Developer provides such notice, Developer shall make a payment to City in the amount of $250,000 (adjusted for inflation from the Effective Date using the CPI-U, San Francisco-Oakland-San Jose Area) for each year of extension requested under this provision. Upon receipt of the notice and the contribution, the City Manager shall approve the extension and shall notify the Developer in writing that the Term of the Development Agreement has been automatically extended for an additional time period equal to the time period requested by Developer under this provision, commencing on the date the Development Agreement would otherwise have terminated; provided Developer may exercise its option to extend the Development Agreement no more than five times, for a maximum total Term of the Development Agreement of fifteen years (plus any extensions pursuant to Sections 4.2 or 4.3 hereof). Provided there is an extension period remaining, Developer may request the extension for multiple

years and provide the payment due for each year's extension. Each extension shall apply to the entire Property upon payment of one $250,000 (as adjusted in accordance with this Section 4.3) per year extension payment, even if the Property is owned by multiple Developers at that time.

4.4 Term of Project Approvals. The term of any Project Approvals (as defined in Recital C) for the Property or any portion thereof, specifically including without limitation the Vesting Tentative Parcel Map 9306, shall be extended automatically for the Term of this Agreement.

4.4.1 Termination of Agreement. In the event that this Agreement is terminated prior to the expiration of the Term, the term of any Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval.

5. Vested Rights/Use of the Property/Applicable Law/Processing

5.1 Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of (i) this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement, and (ii) the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including, without limitation, the General Plan, the Dublin Municipal Code, and the Specific Plan, the permitted uses of the Property, density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings, and the provisions for reservation or dedication of land for public purposes that are in force and effect on the Effective Date of this Agreement (collectively, "**Applicable Law**"). In exercising its discretion when acting upon subsequent project approvals, City shall apply the Applicable Law as the controlling body of law (within which Applicable Law such discretion shall be exercised). Notwithstanding the foregoing or anything to the contrary herein, any amendment to the Project Approvals shall not become part of the law Developer is vested into under this Agreement unless an additional amendment of this Agreement is entered into between Developer and City in accordance with this Agreement. In the event that such amendments to the Project Approvals are sought for any distinct portion of the Property or Project, such amendments shall not require amendment of this Agreement with respect to any other portion of the Property or Project, except to the extent set forth in such amendment.

5.2 Fees, Exactions, Dedications. The City shall not apply to the Project any development impact fee or any application, processing or inspection fee (collectively, "**Fees**") that the City first enacts after the Effective Date. Except as otherwise set forth in this Agreement, City and Developer agree that this Agreement does not limit the City's discretion to impose or require (a) payment of any fees in connection with the issuance of any subsequent project approvals as necessary for purposes of mitigating environmental and other impacts of the Project, (b) dedication of any land, or (c) construction of any public improvement or facilities (collectively "**Exactions**"). Except as specifically provided herein, nothing in this Agreement shall limit the City's ability to impose existing development impact Fees at rates that are increased beyond the amounts in effect on the Effective Date or limit Developer's ability to challenge any such increases under state or local law.

5.3 Construction Codes. Notwithstanding the provisions of Section 5.1 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Codes**"), the Codes included shall be those in force and effect at the time Developer submits its application for the relevant building, grading, or other construction permits to City. In the event of a conflict between such Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail. For construction of public infrastructure, the Codes applicable to such construction shall be those in force and effect at the time of execution of an improvement agreement between City and Developer pursuant to Chapter 9.16 of the Dublin Municipal Code.

5.4 New Rules and Regulations. During the Term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date only to the extent they are not in conflict with the vested rights granted by the Applicable Law, the Project Approvals or this Agreement. In addition to any other conflicts that may occur, each of the following new or modified ordinances, resolutions, rules, regulations or official policies shall be considered a per se conflict with the Applicable Law:

5.4.1 Any application or requirement of such new or modified ordinances, resolutions, rules, regulations or official policies that would (i) cause or impose a substantial financial burden on, or materially delay development of the Property as otherwise contemplated by this Agreement or the Project Approvals, (ii) frustrate in a more than insignificant way the intent or purpose of the Project Approvals or preclude compliance therewith including,

without limitation, by preventing or imposing limits or controls in the rate, timing, phasing or sequencing of development of the Project; (iii) prevent or limit the processing or procuring of subsequent project approvals; or (iv) reduce the density or intensity of use of the Property as a whole, or otherwise requiring any reduction in the square footage of, or total number of, proposed buildings, structures and other improvements, in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement and the Project Approvals; and/or

5.4.2 If any of such ordinances, resolutions, rules, regulations or official policies do not have general (City-wide) applicability.

5.5 Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, if a City ordinance, resolution, policy, directive, or other measure is enacted or becomes effective, whether by action of the City or by initiative, and if it imposes a building moratorium which affects all or any part of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent a moratorium applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period of the moratorium.

5.6 Revised Application Fees. Notwithstanding section 5.2, any existing application, processing and inspection fees that are revised during the Term of this Agreement shall apply to the Project provided that (1) such fees have general applicability and are consistent with State law limitations that processing fees not exceed the estimated reasonable cost of providing the service for which they are charged; (2) the application of such fees to the Property is prospective; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement. By so agreeing, Developer does not waive its rights to challenge the legality of any such application, processing and/or inspection fees.

5.7 New Taxes. This Agreement shall not prohibit the application of any subsequently enacted city-wide taxes to the Project provided that (1) the application of such taxes to the Property is prospective, and (2) the application of such taxes would not prevent development in accordance with this Agreement. By so agreeing, Developer does not waive its rights to challenge the legality of

any such taxes, facially or as applied to its Project or Property, or to claim exemption from any taxes to the extent allowed by law.

5.8 Development of the Project; Phasing, Timing. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that this Agreement contains no requirements that Developer must initiate or complete any action, including without limitation, development of the Project within any period of time set by City. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project, or liability in Developer under this Agreement if the development fails to occur. It is the intention of this provision that Developer be able to develop the Property in accordance with its own time schedules and the Project Approvals.

5.9 Processing. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to subsequent project approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals.

6. **Property Grading.**

6.1 Phasing. For mutual benefit, the Parties desire a mass grading of the Property prior to the Dublin Boulevard Extension through the Property. Pursuant to Dublin Municipal Code Section 7.16.170(B), when the intended use of a site requires approval of a discretionary zoning permit, a grading permit shall not be issued until said approval. The Parties agree that the intended use, exclusively for purposes of Dublin Municipal Code Section 7.16.170(B) and this Section, shall mean the Dublin Boulevard Extension. In accordance with this Section, Developer may apply for, and City may issue a grading permit, notwithstanding approval of a discretionary zoning permit for the intended use of the remainder of the Project site.

6.2 Slope Easement. The Project Approvals require Developer to dedicate a Slope Easement ("SE") for that portion of the Property adjacent to the future Dublin Boulevard frontage, if mass grading has not commenced per the

preliminary grading plan as shown on the Vesting Tentative Parcel Map 9306. Developer shall cooperate in good faith with the City Engineer on the extent of the SE dedication necessary to accommodate the Dublin Boulevard Extension. The SE shall be dedicated by separate instrument, in a form satisfactory to the City Engineer and City Attorney, prior to the first final or parcel map filed by Developer within the three-year period referenced in Section 8.1. If a final or parcel map is not filed by Developer within the three-year period, the SE shall be dedicated in conjunction with the Dublin Boulevard Extension right-of-way dedication described in Section 8.1.

7. **Affordable Housing.**

7.1 Units Required by Regulations. Developer proposes up to 97 residential units on the Property. Pursuant to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code) (the "Regulations"), developers of more than 20 residential units are required to set aside 12.5% of the total number of units in the project as affordable units as specified.

7.2 Alternative Compliance Authorized. Under the Regulations, certain exceptions permit developers to satisfy the obligation other than through on-site construction. For instance, part of this obligation can be satisfied through the payment of a fee in-lieu of construction of units. In addition, developers can satisfy their affordable housing obligations by, among other mechanisms, obtaining City Council approval of an alternative method of compliance that the City Council finds meet the purposes of the Regulations.

7.3 Satisfaction of City Requirements. Developer shall satisfy its affordable housing obligation through compliance with the Regulations.

8. **Right-of-Way Dedications.**

8.1 Dublin Boulevard Extension. The Project Approvals require Developer to dedicate a portion of the Property to the City in fee as right-of-way for the Dublin Boulevard Extension, in general conformance with the adopted Precise Plan, the most current design plans on file with the office of the City Engineer at the time of dedication, and the Vesting Tentative Parcel Map 9306. Such dedication shall occur no later than three (3) years from the approval date of the Vesting Tentative Parcel Map 9306. The dedicated right-of-way shall be shown on the first final or parcel map filed within three-years of the approval date of Vesting Tentative Map 9306. If a final or parcel map is not filed within the three-year period, the right-of-way shall be dedicated by a separate deed instrument, in a form satisfactory to the City Engineer and City Attorney. The

City shall provide Eastern Dublin Transportation Impact Fee (EDTIF) credits for the dedicated right-of-way with the amount of the credits to be determined by the EDTIF Guidelines.

8.2 Collier Canyon Road Realignment. The Project Approvals require Developer to dedicate, or make an irrevocable offer of dedication for, that portion of the Property to the City in fee as right-of-way necessary for the Collier Canyon Road Realignment, in general conformance with the Vesting Tentative Parcel Map 9306, and the most current design plans on file with the office of the City Engineer at the time of dedication. The dedicated right-of-way shall be shown on the first final or parcel map filed. Alternatively, subject to City Engineer approval, the right-of-way may be dedicated by an easement deed for public roadway purposes, in a form satisfactory to the City Engineer and City Attorney. Any such easement deed shall prohibit construction of any permanent improvements and structures, as determined by the City Engineer, within the future right-of-way.

9. **Community Facilities District - Mitigation of Dublin Boulevard Extension Permanent Indirect Impacts.**

9.1 Mitigation of Permanent Indirect Impacts. Construction of the Dublin Boulevard Extension will impact potential habitat for several special-status species, including California tiger salamander and California red-legged frog. The U.S. Fish and Wildlife Service Biological Opinion 1 issues for the Dublin Boulevard Extension project and the mitigation measures of the Dublin Boulevard Extension project's Environmental Impact Report, require the City to provide compensatory mitigation for impacts to these species' habitat. To satisfy the compensatory mitigation requirements, the City proposes to provide project-specific mitigation in the form of in-perpetuity preservation, enhancement, and management of suitable habitat for these species. The impacts are categorized into permanent direct impacts, permanent indirect impacts, and temporary impacts. The permanent indirect impacts are identical to the Project's potential permanent direct impacts resulting from the Project's construction. The permanent indirect impacts on the Property is approximately 1.34 acres, which may require a compensatory mitigation at a ratio of 3 to 1, for approximately 4.02 acres.

9.2 Community Facilities District. Developer agrees to cooperate in the formation of, or annexation into, a community facilities district or districts established pursuant to the Mello-Roos Community Facilities District Act of 1982 (Gov. Code §§ 53311–53368.3) (the "Mello-Roos Act") including

approval of the Rate, Method of Apportionment and Manner of Collection of Special Tax ("RMA") for the purpose of financing the City's acquisition of facilities required for the off-site mitigation of the Dublin Boulevard Extension's permanent indirect impacts (described in Section 9.1). Developer and City agree that the boundaries of the district(s) will include all of the Property as more particularly described in Exhibit A, and that Developer will not contest and will, for and on behalf of all of the Property, vote in favor of formation of or annexation into the district(s) prior to filing the first final map. Developer shall pay its fair share of administrative costs incurred by the City associated with the formation of and/or annexation into the district(s), as determined by the City Engineer.

9.3 Alternative Mitigation. Notwithstanding the foregoing, City agrees that Developer may pursue alternatives to mitigate the impacts described in Section 9.1. If Developer directly acquires mitigation land or credits, fully satisfying the mitigation required by Section 9.1, Developer shall be exempt from compliance with Section 9.2. The City Engineer shall determine, in their sole discretion, whether Developer's alternative method fully satisfies Developer's mitigation requirements as set forth in Section 9.1.

10. **Community Facilities District – Service and Maintenance of Project Facilities and Improvements.**

10.1 Community Facilities District. Developer agrees to cooperate in the formation of, or annexation into, a community facilities district or districts established pursuant to the Mello-Roos Community Facilities District Act of 1982 (Gov. Code §§ 53311–53368.3) (the "Mello-Roos Act") including approval of the Rate, Method of Apportionment and Manner of Collection of Special Tax ("RMA") for the purpose of financing the services and maintenance of certain public facilities/improvements constructed by the Developer. Developer agrees that the boundaries of the district(s) will include all of the Property, and that Developer will not contest and will, for and on behalf of all of the Property, vote in favor of formation of or annexation into the district(s) prior to filing the first final map. Developer shall pay its fair share of administrative costs incurred by the City associated with the formation of and/or annexation into the district(s), as determined by the City Engineer.

10.2 Alternative Method of Compliance. Notwithstanding the foregoing, City agrees that Developer may alternatively establish a maintenance fund, in an amount to be determined by the City Engineer, that compensates for all future maintenance of all public streets (including storm drain systems, street

lights, and other street appurtenances) within Parcels 1 and 2 (future residential tract), as shown on the Vesting Tentative Parcel Map 9306, for a period of twenty (20) years after City's acceptance of improvements. If Developer complies with this Section 10.2 prior to filing the first final map, Developer shall be exempt from compliance with Section 10.1.

11. **Eastern Dublin Transportation Impact Fee Credits.** Developer shall not use or apply any EDTIF credits that it purchased or transferred from any other credit-holder to satisfy Developer's obligations set forth herein.

12. **General Plan Amendments.** City acknowledges that Developer intends to apply for a General Plan amendment to accommodate the following changes, which shall be subject to the City Council's sole discretion to approve or deny, following review and recommendation by the Planning Commission in accordance with Government Code Section 65350 *et seq.* and environmental review to the extent required by the California Environmental Quality Act:

12.1 Increase the Industrial Park designation's maximum Floor Area Ratio to 0.50; and/or

12.2 Change certain Property land use designations from Industrial Park to General Commercial/Campus Office.

13. **Amendment or Cancellation.**

13.1 Modification Because of Conflict with State or Federal Laws. The Project and Property shall be subject to state and federal laws and regulations and this Agreement does not create any vested right in state and federal laws and regulations in effect on the Effective Date. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council (in accordance with Chapter 8.56). Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

13.2 Amendment of Development Agreement by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of the

Development Agreement Statute and Chapter 8.56. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver or change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that expressly refers to this Development Agreement and signed by the duly authorized representatives of both Parties.

13.2.1 Partial Amendment. When a Party seeking such an amendment owns or has an equitable right to only a portion of the whole of the Property ("**Portion**"), then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party owning any other Portion shall not be required or entitled to be a signatory or to consent to an amendment that affects only another Party's Portion.

13.3 Amendments. Any amendments to this Agreement which relate to (a) the Term; (b) the permitted uses of the Property as provided in paragraph 5.1; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) an increase in the density or intensity of use of the overall Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall be deemed an "**Amendment**" and shall require notice or public hearing before the Planning Commission and the City Council before the Parties may execute an amendment hereto. The City's Public Works Director shall determine whether a reservation or dedication is "significant" in the context of the overall Project.

13.4 Clarifications. If and when, from time to time, during the Term of this Agreement, City and Developer agree refinements and clarifications are necessary or appropriate with respect to the details of performance of City and Developer hereunder, City and Developer shall effectuate such clarifications through letter agreements (each, a "Clarification") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Clarification shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager or his or her designee shall have the authority to determine on behalf of City whether a requested clarification is of such a character to constitute an Amendment subject to Section 9.3 above or a Clarification subject to this Section 9.4. The City Manager shall have the

authority to review, approve, and execute Clarifications to this Agreement provided that such Clarifications are not Amendments.

13.5 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Development Agreement Statute and Chapter 8.56. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by the City.

14. **Annual Review.**

14.1 Review Date. The annual review date for this Agreement shall be between July 15 and August 15, 2023, and thereafter between each July 15 and August 15 during the Term. Review shall be conducted in accordance with Section 8.56.140 of Chapter 8.56 and the provisions of this Section 11.

14.2 Initiation of Review. The City's Community Development Director shall initiate the annual review, as required under Section 8.56.140 of Chapter 8.56, by giving to Developer thirty days' prior written notice that the City intends to undertake such review. Not less than thirty days after receipt of the notice, Developer shall provide evidence to the Director, as reasonably determined necessary by the Director, to demonstrate good faith compliance with the material terms and provisions of the Agreement as to the whole or relevant portion of the Property owned by Developer. The burden of proof by substantial evidence of compliance is upon Developer.

14.3 Staff Reports. To the extent practical, the City shall deposit in the mail to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five days prior to any public hearing addressing annual review.

14.4 Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. **Default.**

15.1 Remedies Available. Upon the occurrence of an event of default, the parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing

development agreements, expressly including, but not limited to, the remedy of specific performance of this Agreement.

15.2 Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. Subject to a Mortgagee's right to cure pursuant to Section 13.3 hereof, if the default is not cured by the defaulting party within thirty days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty day period and diligently pursues such cure to completion. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the event of default, all facts constituting substantial evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. Failure to give notice shall not constitute a waiver of any default.

15.3 No Damages against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. **Estoppel Certificate.** Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party, the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. The City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be

deemed to be a default, provided that such Party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any Party may rely on such deemed certification. City acknowledges that a certificate hereunder may be relied upon by Transferees (as defined in Section 16.2) and Mortgagees (as defined in Section13.1).

17. Mortgagee Protection; Certain Rights of Cure.

17.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

17.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 13.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

17.3 Notice of Default to Mortgagee and Extension of Right to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. The City, through its City Manager, may extend the thirty-day cure period provided in paragraph 12.2 for not more than an additional sixty days upon request of Developer or a Mortgagee.

18. **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; provided that, if the unenforceability, invalidation, or illegality would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer.

19. **Attorneys' Fees and Costs.**

19.1 Prevailing Party. 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.

19.2 Third Party Challenge. 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 the Project Approvals (including this Agreement), the Parties shall cooperate in defending such action. The Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. 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

20. **Transfers and Assignments.**

20.1 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned

property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

20.2 Right to Assign. Developer may wish to sell, transfer or assign all or portions of its 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 shall have the right to sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred, to such Transferee, provided, however, that: except as provided herein, no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed.

20.3 Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale or assignment of this Agreement within ten 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 proposed Transferee can perform Developer's obligations hereunder. Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment.

20.4 Considerations for Approval of Sale, Transfer or Assignment. In considering the request, the City Manager shall base the decision upon the proposed assignee's reputation, experience, financial resources and access to credit and capability to successfully carry out the development of the Property to completion. The City Manager's approval shall be for the purposes of: a) providing notice to City; b) assuring that all obligations of Developer are allocated as between Developer and the proposed purchaser, transferee or assignee as provided by this Agreement; and c) assuring City that the proposed purchaser, transferee or assignee is financially capable of performing Developer's obligations hereunder not withheld by Developer. Notwithstanding the foregoing, the City Manager's approval shall not be required for an

assignment to an entity or entities controlling Developer, controlled by Developer, or under common control with Developer, provided that Developer owns and controls no less than fifty percent of such successor entity or controls the day-to-day management decisions of such successor entity.

20.5 Release upon Transfer. Upon the transfer, sale, or assignment of all of Developer's rights, interests and obligations hereunder pursuant to Section 14.2 of this Agreement, Developer shall be automatically released from the obligations under this Agreement, with respect to the Property transferred, sold, or assigned, arising subsequent to the date of City Manager approval of such transfer, sale, or assignment; provided, however, that if any transferee, purchaser, or assignee approved by the City Manager expressly assumes all of the rights, interests and obligations of Developer under this Agreement, Developer shall be released with respect to all such rights, interests and assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City Manager approval.

20.6 Developer's Right to Retain Specified Rights or Obligations. Developer may withhold from a sale, transfer or assignment of this Agreement or any portion of the Property transferred, certain rights, interests and/or obligations which Developer wishes to retain, provided that Developer specifies such rights, interests and/or obligations in a written document to be appended to this Agreement and recorded with the Alameda County Recorder prior to the sale, transfer or assignment of the Property. Developer's purchaser, transferee or assignee shall then have no interest or obligations for such rights, interests and obligations and this Agreement shall remain applicable to Developer with respect to such retained rights, interests and/or obligations.

20.7 Partial Assignment. In the event of a partial Transfer, City shall cooperate with Developer and any proposed Transferee to allocate rights and obligations under the Development Agreement and the Project Approvals among the retained Property and the transferred Property. Provided that City receives a copy of the assignment and assumption agreement by which Transferee assumes the Transferred rights and obligations associated with the transferred Property: (i) any subsequent breach with respect to the Transferred obligations shall not constitute a breach with respect to the retained rights and obligations of such transferor (or any other Transferee) under the Development Agreement; (ii) and any subsequent breach with respect to the retained obligations of transferor (or any other Transferee) shall not constitute a breach with respect to the Transferred rights and obligations of a Transferee under the

Development Agreement. The transferor and the Transferee each shall be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/Transferee. Any amendment to the Development Agreement between City and a transferor or Transferee shall only affect the portion of the Property owned by such transferor or Transferee.

21. **Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. **Indemnification.** Developer agrees to indemnify, defend and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, provided that Developer shall have no indemnification obligation with respect to negligence or wrongful conduct of the City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond). If City is named as a party to any legal action, City shall cooperate with Developer, shall appear in such action and shall not unreasonably withhold approval of a settlement otherwise acceptable to Developer.

23. **Insurance.**

23.1 Commercial General Liability Insurance. During the Term of this Agreement, Developer shall maintain in effect a policy of commercial general liability insurance with a per-occurrence combined single limit of not less than $1,000,000. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement. City and Developer agree that such insurance may include alternative risk management programs, including self-insurance or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

23.2 Workers Compensation Insurance. During the Term of this Agreement Developer shall maintain Worker's Compensation insurance for all

persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3 Evidence of Insurance. Prior to issuance of any permits for the Project, including grading permits, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 19.1 and 19.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy unless replaced with similar coverage. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. **Sewer and Water.** Developer acknowledges that it must obtain water and sewer permits from the Dublin San Ramon Services District ("**DSRSD**") which is another public agency not within the control of the City. City agrees that it shall not take any action with DSRSD opposing Developer's efforts to reserve water and sewer capacity sufficient to serve the Project described herein.

25. **Notices.** All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Phone No.: (925) 833-6650
Fax No.: (925) 833-6651

With copies to: City Attorney

Notices required to be given to Developer shall be addressed as follows:

Bex Development, LLC
Randy Branaugh
19077 Madison Ave.
Castro Valley, CA 94546

Phone No.: (510) 821-1834
Email: rlbranaughex@gmail.com

A Party may change address by giving notice in writing to the other Party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier, which shall be deemed given the following day or by facsimile transmission or email, which shall be deemed given upon verification of receipt.

26. **Agreement is Entire Understanding.** This Agreement, including its exhibits, constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

27. **Exhibits.** The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A Legal Description of Property

28. **Recitals.** The foregoing Recitals are true and correct and are made a part hereof.

29. **Counterparts.** This Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument. This Agreement is executed in two duplicate originals, each of which is deemed to be an original.

30. **Recordation.** The City shall record a copy of this Agreement within ten days following execution by all Parties. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action with the Alameda County Recorder.

31. **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the

Parties and their respective permitted successors and assigns, any rights or remedies hereunder.

32. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

33. **Time is of the Essence.** Time is of the essence for each provision of this Agreement for which time is an element.

34. **Further Actions and Instruments.** Each Party to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

35. **Section Headings.** Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

36. **Construction of Agreement.** This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

37. **Authority.** The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils', or other approvals have been obtained.

38. **Non-Intended Prevailing Wage Requirements.** Except for public improvements constructed by the Developer and to be dedicated to the City (which are subject to conditions of Project Approval), nothing in this Development Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or

improvement within the Project (a "Non-Intended Prevailing Wage Requirement"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Development Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California prevailing wage law. If, despite such efforts, any provision of this Development Agreement shall be determined by any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non-Intended Prevailing Wage Requirement.

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

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to form

_____
John Bakker, City Attorney

DEVELOPER

Randall Lee Branaugh

By: _____
Name: _____
Its: _____

(NOTARIZATION ATTACHED)

Exhibit A
Legal Description of the Property

Order Number: **0718-6598960**

LEGAL DESCRIPTION

Real property in the City of Dublin, County of Alameda, State of California, described as follows:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTHERN LINE OF THE STATE HIGHWAY LEADING FROM DUBLIN TO LIVERMORE, KNOWN AS ROAD IV, ALAMEDA COUNTY ROUTE 5, SECTION B, WITH THE EASTERN LINE OF CROAK ROAD ALSO KNOWN AS COUNTY ROAD NO. 6152, AS SAID HIGHWAY AND ROAD EXISTED JANUARY 1, 1949; RUNNING THENCE ALONG THE SAID LINE OF THE STATE HIGHWAY SOUTH 89° 30' EAST (THE BEARING, SOUTH 89° 30' FEET BEING ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION) 1576.50 FEET TO THE SOUTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO ANSELMO MACHADO, ET UX, RECORDED MARCH 10, 1943 IN BOOK 4345, PAGE 274 OFFICIAL RECORDS; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID MACHADO PARCEL OF LAND NORTH 0° 31' WEST 10 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO STATE OF CALIFORNIA, RECORDED MARCH 3, 1950, BOOK 6038, PAGE 519, SERIES NO. AE-18614, OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY LINE OF MACHADO PARCEL OF LAND NORTH 0° 31' WEST 67.02 FEET TO THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 8, 1968, REEL 2122, IMAGE 473, SERIES NO. BA-13626 OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY LINE OF THE MACHADO PARCEL OF LAND NORTH 0° 31' WEST 992.98 FEET, MORE OR LESS, TO A POINT DISTANT THEREON NORTH 0° 31' WEST 1060 FEET, FROM THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE STATE OF CALIFORNIA (6038 OR 519), THE LAST DETERMINED POINT BEING THE ACTUAL POINT OF COMMENCEMENT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY LINE OF THE MACHADO PARCEL, NORTH 0° 31' WEST 1791.6 FEET, MORE OR LESS, TO THE NORTHERN LINE OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, M.D.B & M.; THENCE ALONG THE LAST MENTIONED LINE EAST 760.2 FEET; THENCE SOUTH 0° 31' EAST 2803 FEET, MORE OF LESS, TO THE NORTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO THE STATE OF CALIFORNIA (2122 OR 473); THENCE ALONG THE LAST MENTIONED LINE WESTERLY 381 FEET, MORE OR LESS, TO THE EASTERN LINE OF THE PARCEL OF LAND RECONVEYED BY PARTIAL RECONVEYANCE EXECUTED BY TRANSAMERICA TITLE INSURANCE COMPANY, RECORDED NOVEMBER 7, 1973, REEL 3548, IMAGE 256, SERIES NO. 73-149206, OFFICIAL RECORDS; THENCE ALONG THE LAST MENTIONED LINE NORTH 0° 31' WEST 1005 FEET, MORE OR LESS, TO THE NORTHERN LINE OF THE LAST MENTIONED PARCEL; THENCE ALONG THE LAST MENTIONED LINE DUE WEST 378.5 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

APN: 905-0001-004-04

Agenda Item 6.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 7, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Branaugh Property (PLPA-2021-00014)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider a request from Randy Branaugh of BEX Development for the Branaugh Property project, which includes an amendment to the existing Planned Development Zoning Stage 1 Development Plan, approval of a Planned Development Zoning Stage 2 Development Plan, Vesting Tentative Parcel Map No. 9306 and Development Agreement. The proposed project would establish zoning regulations and development standards for future development of up to 97 homes and approximately 527,773 square feet of industrial uses. The proposed project would also subdivide the 40.16-acre site into four parcels to accommodate proposed residential and industrial development. The City Council will also consider a determination that the project impacts are covered under the Eastern Dublin Specific Plan Environmental Impact Reports and no further environmental review is required.

STAFF RECOMMENDATION:

Conduct the public hearing and take the following actions: 1) Waive the reading and INTRODUCE the Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property; 2) Adopt the Resolution Approving Vesting Tentative Parcel Map No. 9306 for the Branaugh Property; and 3) Waive the reading and INTRODUCE the Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project.

FINANCIAL IMPACT:

All costs associated with the processing of the application are paid by the applicant.

DESCRIPTION:

Background

The Branaugh property is located north of Interstate 580, adjacent to the eastern city boundary, and south of the Croak property (East Ranch Project) within the Fallon Village project area (refer to Figure 1). Please refer to Table 1 for surrounding uses. The project site is primarily undeveloped grass lands with existing structures located in the southern portion of the property, including several houses, a barn, and sheds. A landscaping business occupies the area closest to I-580 and the property also has a house located in the northwestern portion of the property. Access to the site is currently provided from Collier Canyon Road. Once developed, access to the site will be provided by the future Dublin Boulevard extension and the future extension of Central Parkway.

Figure 1. Location Map



Table 1. Surrounding Land Uses

Location	Zoning	General Plan Land Use	Current Use of Property
North	PD (Planned Development)	Single Family Residential	Vacant (future East Ranch Residential Project)
South	N/A	N/A	Collier Canyon Road / I-580
East	Alameda County A Agriculture	Alameda County RM Resource Management	Vacant
West	PD (Planned Development)	Medium Density	Vacant

		Residential & Industrial Park	

The 1,134± acre Fallon Village project, which included a General Plan Amendment, Eastern Dublin Specific Plan Amendment (Resolution No. 223-05), and Planned Development Rezone with a Stage 1 Development Plan (Ordinance No. 32-05), was approved by the City Council in December 2005. As part of the City Council approval, 9.87 acres were designated Medium-Density Residential, and 30.29 acres were designated Industrial Park land uses on the Branaugh property. The Stage 1 Development Plan established the permitted, conditional, and temporary land uses allowed on the Branaugh property. An overview of the types of uses for each land use designation is provided in Table 2 below. This is not an exhaustive list but provides context as to the types of uses envisioned for this area of Fallon Village. No changes to the existing allowable uses are included as part of the proposed project.

Table 2. Overview of Allowed Uses

Land Use Designation	Permitted Land Uses	Conditionally Permitted Land Uses
Medium Density Residential	Accessory Dwelling Unit Accessory Structures/Uses Home Occupation Multi-Family Dwelling Single Family Dwelling Small/Large Day Care Home	Bed and Breakfast Inn Boarding House Community Care Facility Day Care Center Semi-Public Facilities
Industrial Park	Automobile/vehicle rental Building Material sales and storage Contractor Home appliance report Light manufacturing Research and Development Warehousing distribution	Automobile/vehicle sales and service Animal sales and service Gas stations Mini-storage Outdoor storage Recreation (indoor and outdoor) Recycling facility Veterinary office

Proposed Project

The Applicant has requested approval of an amendment to the existing Planned Development Zoning Stage 1 Development Plan, Planned Development Zoning Stage 2 Development Plan, Vesting Tentative Parcel Map No. 9306, and a Development Agreement. The project would establish development standards and subdivide the 40.16-acre site into four parcels to accommodate proposed residential and industrial development. The project approvals would include up to 97 units within 9.87 acres designated Medium-Density Residential and approximately 527,773 square feet of industrial use on 30.29 acres designated Industrial Park.

Additional discretionary approvals are required to implement the project; however, they are not requested at this time. Those include approval of 1) Site Development Review Permits by the Planning Commission for the architectural and site plan details; 2) a Tentative Tract Map for the individual residential parcels; and 3) a Master Sign Program/Site Development Review Permit by the Community Development Director for the industrial signage. The timing of those permits will

likely correspond with the construction of the Dublin Boulevard extension.

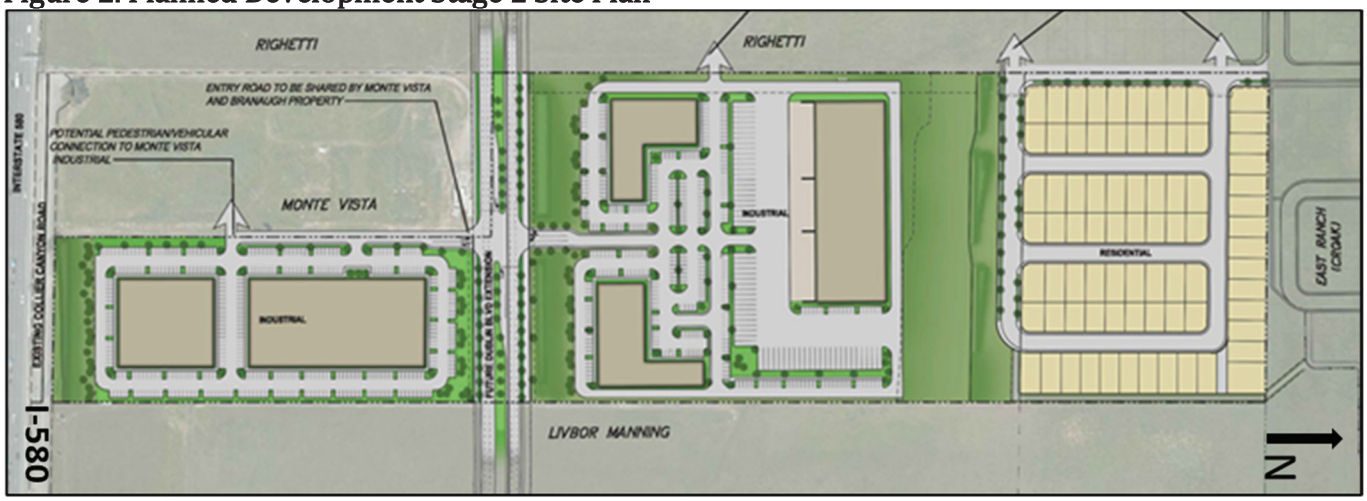
Analysis

Planned Development Zoning

The site has existing Planned Development Zoning (Ordinance No. 32-05). The Stage 1 Development Plan established the specific residential and industrial uses that are permitted by right, conditionally permitted, and prohibited, as well as the overall development density and intensity on this site. The Stage 1 Development Plan also provides development standards for industrial sites which may be modified through a Stage 2 Development Plan for projects that are greater than 15 acres.

The application includes a Planned Development Zoning Stage 2 Development Plan and amendments to the Stage 1 Development Plan. The Stage 2 Development Plan builds off the existing Stage 1 Development Plan (which allows modifications to development regulations to items such as density, setbacks, height, and parking) and includes architectural and landscape standards, a phasing plan, inclusionary housing requirements, and a conceptual site plan for the residential and industrial areas. The proposed Stage 2 Site Plan is provided in Figure 2 below.

Figure 2. Planned Development Stage 2 Site Plan



An amendment to the Stage 1 Development Plan is necessary for consistency with the proposed Stage 2 Development Plan. The sole amendment to the Stage 1 Development Plan is to increase in the floor area ratio (FAR) from 0.35 to 0.40 for warehousing uses in the industrial area. No other changes to the Stage 1 Development Plan are proposed.

Increase in Floor Area Ratio

The proposed Planned Development Rezone includes increasing the FAR from 0.35 to 0.40 in the industrial area for warehousing uses only. For all other uses the maximum FAR will remain 0.35 FAR. As stated in the General Plan and Eastern Dublin Specific Plan, an increase in FAR beyond 0.35 is allowed on the portions of the site designated Industrial Park at the discretion of City Council as follows:

General Plan:
Industrial Park
(Maximum FAR: .35, see text below for exceptions; Employee Density: 590 square feet per employee)

This designation allows a wide variety of minimum-impact, light industrial uses. Uses allowed within this designation include, but are not limited to, manufacturing, processing, assembly, fabrication, research and development, printing, warehouse and distribution, and wholesale and heavy commercial uses provided the activities do not have significant external effects in the form of noise, dust, glare, or odor. Uses requiring outdoor storage and service yards are permitted in this designation if they do not have adverse effects on surrounding uses. Residential uses are not permitted within this designation. Warehousing uses may go as high as .50 FAR at the discretion of the City Council.

Eastern Dublin Specific Plan:
Industrial Park
(Maximum .35 Floor Area Ratio)

Accommodates a wide variety of minimum-impact, light industrial uses, provided these activities do not produce offensive levels of noise, dust, glare, or odor. Residential uses are not permitted within this designation. There are no minimum FAR requirements for the Industrial Park designation. Higher FARs may be approved at the discretion of the City Council if proposed uses meet one or more of the following criteria:

- Unique project characteristics which result in reduced impacts relative to other uses in the same area (e.g., lower traffic generation);
- Unique project building requirements (e.g., warehouse uses that have large land coverage requirements but low employment densities);
- Extraordinary benefits to the City.

On May 18, 2021, the City Council approved an Economic Development Zone (EDZ) and incentives package for properties east of Fallon Road along the future Dublin Boulevard extension. The EDZ encourages investments in the targeted industry sectors prioritized by the City Council, including "Med-Tech" and "Bio-Tech" companies and startups. The final users of the industrial parcels are unknown and therefore, the Planned Development Stage 2 Development Plan provides flexibility to support uses targeted by the EDZ incentives package. According to the Applicant, a FAR of 0.40 for warehousing uses is needed to obtain the building square footage to meet user needs.

An overview of the Stage 2 Development Plan is provided below. The draft Ordinance providing details of the amendments to the Stage 1 Development Plan and the proposed Stage 2 Development Plan is included as Attachment 1.

Development Standards
The Stage 1 Development Plan includes development standards for the Industrial Park and Residential area and allows them to be modified through a Stage 2 Development Plan. Development standards are proposed for the residential neighborhood supporting single-family

and multi-family homes of various sizes and styles. Building off the existing Stage 1 Development Plan, the single-family homes would be a mix of one- and two-story buildings with a maximum height of 35 feet. The attached multi-family homes would be a maximum of three stories and 40 feet in height. A minimum of two covered parking spaces and one guest parking space are required for every unit in the project area.

For the industrial area, the development standards would allow a maximum height of three stories and 35 feet. It also provides the required setbacks for both the building and parking areas from Dublin Boulevard adjacent properties. The parking requirement defers to the Dublin Municipal Code. A complete list of all development standards is included in the proposed Planned Development Ordinance (Attachment 1).

Increase in Floor Area Ratio
As outlined above, the proposed Planned Development Zoning includes increasing the FAR from 0.35 to 0.40 in the industrial area for warehousing uses only. For all other uses the maximum FAR will remain 0.35 FAR.

Architectural and Landscape Guidelines
The architectural and landscape guidelines provided in the Stage 2 Development Plan provide the framework for the future Site Development Review Permits. The architectural and landscape guidelines are based on the Design Guidelines and Master Neighborhood Landscaping Plan in the Stage 1 Development Plan and aim to promote well-designed and attractive development.

The architectural guidelines are organized into two sections: Residential Design Guidelines and Industrial Design Guidelines. The guidelines for the residential area focus on four proposed architectural styles: Mediterranean, Cottage, American Heritage, and Traditional architecture. The residential guidelines seek to develop an interesting mix of plans and elevation styles and to ensure balanced and varied streetscapes. To achieve this, requirements for varied elevations, colors, and massing are included as well as criteria for building form and articulation, roof, window, and door details, garage design and placement, and building materials and finishes.

The industrial guidelines focus on creating a unique sense of place that is complementary to its industrial and residential surroundings. The industrial guidelines focus on contemporary and modern styles and include criteria for site design, parking and circulation, storage and loading areas, building form, scale, and finish materials. The architectural guidelines are included as Attachment 2.

The proposed landscape guidelines are intended to complement and enhance the architecture throughout the development. The emphasis for the Branaugh property is to create a well-designed development through the choices and arrangement of materials, colors, and textures. The overall landscape theme provides vibrant, flowering plant material that complements the architecture and provides seasonal color while encouraging pedestrian access and connectivity to adjacent uses and activities. The landscape guidelines are included as Attachment 3.

Inclusionary Zoning
Pursuant to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal

Code), developments of more than 20 residential units are required to set aside 12.5% of the units in the project as affordable units. The proposed project includes up to 97 units which generates an affordable requirement of up to 12 units. The Inclusionary Zoning Regulations further allow the payment of fees in-lieu of constructing 40% of the inclusionary units and provides additional alternative methods of compliance with these requirements.

The applicant's proposal to comply with the City's Inclusionary Zoning Regulations is outlined in the Planned Development Ordinance and added as a condition of approval for the tentative map. The inclusionary housing requirement will be satisfied as follows:

- In-Lieu Fee: 40% of the total number of inclusionary units within the development shall be satisfied via payment of an "In-Lieu Fee" as provided by the City's Impact Fee Schedule.
- On-site Affordable Units: 60% of the total number of inclusionary units within the development shall be developed on site.
- On-site Affordable Units shall be dispersed throughout the neighborhood and constructed concurrently with the market rate units.
- Execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units shall be required in accordance with DMC Chapter 8.68.

The Development Agreement also includes the option to pursue an alternative method of compliance as provided by the Dublin Municipal Code.

Vesting Tentative Parcel Map

The application includes a request for Vesting Tentative Parcel Map (VTPM) No. 9306 to create the individual development parcels. The proposed Vesting Tentative Parcel Map would subdivide the 40.16-acre Branaugh property into four parcels as follows:

Table 3. Summary of Parcel Map

Parcel	Parcel Size (acres)	Existing Land Use	Proposed Use
1	9.87	Medium Density Residential	Residential
2	2.04	Industrial Park	Water Quality Facility for Residential
3	17.87	Industrial Park	Industrial
4	8.51	Industrial Park	Industrial

In addition, 1.87-acres of the property has been set aside for the future extension of Dublin Boulevard located between Parcels 3 and 4. The future Dublin Boulevard extension dedication includes a 130-foot right-of-way plus a 10-foot Public Service Easement on both the north and south side of the road. The VTPM is included as Attachment 5.

Development Agreement

The Applicant has requested approval of a Development Agreement for the project. The Development Agreement would provide security to the Applicant that the City will not change its zoning and other laws applicable to the project for a stated period of time. Additionally, it is a

mechanism for the City to obtain commitments from the Applicant that the City might not otherwise be able to obtain. The details of the Development Agreement can be found in Attachment 8. The main points are highlighted below.

Project Grading
To accommodate the grading necessary on the property for future development, the Development Agreement allows the property owner to grade the entirety of parcel prior to the construction of the Dublin Boulevard extension. If grading has not commenced, a slope easement adjacent to the Dublin Boulevard frontage shall be dedicated.

Affordable Housing
The Development Agreement acknowledges the property owner's intention to request an "alternative method of compliance" for required affordable units as outlined in the Inclusionary Zoning Regulations section above. The Development Agreement does not commit to a specific alternative method, which would need to be approved by the City Council, if requested.

Right-of-Way Dedications
As part of the project, the property owner is required to dedicate land to support the Dublin Boulevard extension and the Collier Canyon Road realignment as part of the Valley Link project. The Development Agreement requires the dedication of Dublin Boulevard to occur no later than three years from the approval date of the VTPM and the dedication of Collier Canyon Road on the first final map.

Community Facilities District for Mitigation Impacts of Dublin Boulevard Extension
The Dublin Boulevard extension project results in direct and indirect impacts on the environment which need to be mitigated prior to construction of the road. The Development Agreement includes working with the property owner on the funding and financing for the impacts related to the Dublin Boulevard extension and to the project. More specifically, it includes the formation of a Community Facilities District (CFD) to fund the acquisition of facilities required to mitigate for indirect impacts in association with construction of the Dublin Boulevard extension. A CFD is a special tax district which would allow the property owner to impose a special tax to fund services, public improvements, or infrastructure. The CFD must be formed prior to the filing of the first parcel or final map unless an alternative to mitigate the impacts is approved by the City Engineer.

Community Facilities District for Service and Maintenance of Public Improvements
The Development Agreement includes provisions that require the developer to cooperate with the formation of a CFD for the purpose of financing the services and maintenance of public facilities/improvements constructed by the Developer. Public facilities/improvements include all public streets (including storm drain systems, streetlights, and other street appurtenances) within Parcels 1 and 2 (future residential tract), as shown on the Vesting Tentative Parcel Map 9306.

Eastern Dublin Transportation Impact Fee Credits
The Development Agreement restricts the Developer from using or applying any Eastern Dublin Transportation Impact Fee (EDTIF) Credits that they have purchased or transferred from any other credit-holder to satisfy their EDTIF obligations.

Floor Area Ratio Flexibility up to .50
The proposed project includes an increase to the floor area ratio (FAR) from .35 to .40 for warehousing uses only. The property owner is interested in seeking a General Plan Amendment in the future to allow for a further increase to .50 FAR. The Development Agreement does not commit to the amendment but acknowledges the property owner's intention.

Land Use Amendments
The property owner would like flexibility with the future for hybrid uses, specifically for uses such as the sale of wine and wine production. To allow these uses, the Applicant would need a General Plan and Eastern Dublin Specific Plan Amendment to change the land use designation from Industrial Park to General Commercial/Campus Office, and a corresponding amendment to the Planned Development Zoning. The Development Agreement does not commit to the amendment but acknowledges the property owner's intention.

The draft Ordinance approving the Development Agreement is included as Attachment 6 with the Development Agreement itself as Attachment 7.

Consistency with the General Plan, Specific Plan and Zoning Ordinance
The proposed Planned Development Rezone and Vesting Tentative Parcel Map are consistent with the City of Dublin General Plan, Eastern Dublin Specific Plan, and the Dublin Zoning Ordinance because the proposed zoning and land division will allow for the implementation of Medium-Density Residential and Industrial Park uses within the project area which has been designated for such uses.

Airport Influence Area (AIA)/Overlay Zoning District
The project site is located within the Airport Influence Area (AIA)/Overlay Zoning District and Airport Safety Zone 6 as provided in Chapter 8.35 of the Dublin Municipal Code. This area is designated as an area in which current or future airport-related noise, overflight, safety and/or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. The AIA is a designation by the Alameda County Airport Land Use Commission.

All permitted and conditionally permitted uses set forth in a Planned Development Zoning District that was adopted and in effect prior to August 2012 are considered to be "Existing Land Uses" pursuant to the Livermore Municipal Airport ALUCP. The Alameda County ALUC has no authority over Existing Land Uses unless changes to an Existing Land Use results in an increase of nonconformity with ALUCP policies. The proposed Planned Development Zoning District does not include any new land uses beyond what was allowed in the existing Planned Development Zoning District, including a variety of residential and industrial uses. The Planned Development Zoning District includes increasing the FAR for warehousing uses from 0.35 to 0.40. The Livermore Municipal Airport ALUCP allows warehousing in Safety Zone 6 with no limit to intensity (people/acre), therefore the increase in FAR is consistent with the ALUCP.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for

environmental impacts and that environmental documents be prepared. Prior CEQA analysis for the Fallon East project area includes: 1) the East Dublin General Plan and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs." Pursuant to CEQA Guidelines and using the City's Initial Study Checklist, the City assessed whether any further environmental review is required for the proposed project and determined an Addendum to the EDSP EIRs is the appropriate CEQA review. The Addendum is included as Attachment 9.

PLANNING COMMISSION REVIEW:

On February 14, 2023, the Planning Commission held a public hearing to consider the proposed project and make a recommendation to the City Council. As part of the public hearing, one member of the public provided comments. Following the public hearing, the Planning Commission adopted Resolution No. 23-01 (Attachment 9) unanimously recommending approval of the project.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Large Land Tract Development and Open Space.
Objective B: Work with the area property owners in conjunction with the Dublin Blvd. extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on September 7 and 8, 2022, to provide Dublin residents with information about the proposed Branaugh Property project. Four community members attended the meeting on September 7 and five community members attended the meeting on September 8. Staff provided a presentation that included an overview of the City's development review process and the proposed project. Questions were asked about the Dublin Boulevard extension project, airport noise impacts on the residential development, water supply for future development, timing of project development, affordable housing, and the impacts to schools.

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the subject property. A Public Notice was also published in the *East Bay Times* and posted at several locations throughout the City. To date, the City has not received any comments regarding the project. A copy of this Staff Report was posted on the City's website and provided to the Applicant.

ATTACHMENTS:

1) Ordinance Amending the Zoning Map and Approving Amendments to Planned Development Ordinance No. 32-05 for Fallon Village and Approving a Planned Development Zoning Stage 2 Development Plan for the Branaugh Property
2) Exhibit A to the Ordinance - Architectural Guidelines
3) Exhibit B to the Ordinance - Landscape Guidelines
4) Resolution Approving Vesting Tentative Parcel Map No. 9306 for the Branaugh Property
5) Exhibit A to the Resolution - Vesting Tentative Map
6) Ordinance Approving a Development Agreement Between the City of Dublin and BEX Development Related to the Branaugh Property Project
7) Exhibit A to the Ordinance - Development Agreement
8) CEQA Analysis in Support of Addendum
9) Planning Commission Resolution No. 23-01 without Exhibits

Agenda Item 4.4

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approving the California Office of Emergency Services (CalOES) Form 130 to Designate Officers for the City's Application for State and Federal Emergency Reimbursements
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the CalOES Form 130 designating the City Manager, Assistant City Manager, and Director of Administrative Services as agents necessary to provide for all matters pertaining to State and Federal Emergency Management Agency (FEMA) reimbursements. The resolution will remain in effect for all open and future disasters up to three years following the date of approval.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the California Office of Emergency Services (CalOES) Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies.

FINANCIAL IMPACT:

There is no immediate financial impact associated with approving the Resolution. However, approval of the CalOES Form 130 is required for the City to obtain certain disaster cost reimbursements from the State and FEMA relating to the 2023 Winter Storms (FEMA-4683-DR-CA) as well as any future disasters over the next three years.

DESCRIPTION:

In order for the City to be eligible to obtain certain disaster cost reimbursements from the State and FEMA, the City Council must approve a CalOES Form 130—Designation of Applicant's Agency Resolution for Non-State Agencies (Form 130). This action designates the positions the City Council authorizes to apply for public assistance and recovery funding on behalf of the City, for a three-year period. The City Council previously approved a Form 130 on April 21, 2020, which will expire on April 21, 2023. The proposed action continues to designate the City Manager, Assistant

City Manager, and Director of Administrative Services as agents who can apply for possible reimbursement.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the California Office of Emergency Services (CalOES) Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies
2) Exhibit A to the Resolution – CalOES Form 130

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FORM 130, DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

WHEREAS, for the City to be eligible to obtain certain disaster cost reimbursements from the State and FEMA, the City Council must approve a CalOES Form 130—Designation of Applicant's Agency Resolution for Non-State Agencies (Form 130); and

WHEREAS, the Form 130 designates the positions the City Council authorizes to apply for public assistance and recovery funding on behalf of the City, for a three-year period; and

WHEREAS, the Current Form 130 was approved by the City Council on April 21, 2020 and will expire this year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the CalOES Form 130—Designation of Applicant's Agent Resolution for Non-State Agencies, attached hereto as **Exhibit A**.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES
OES-FPD-130 (Rev. 10-2022)

RECOVERY DIRECTORATE
FINANCIAL PROCESSING DIVISION

Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE CITY COUNCIL (Governing Body) OF THE CITY OF DUBLIN (Name of Applicant)

THAT CITY MANAGER (Title of Authorized Agent), OR

ASSISTANT CITY MANAGER (Title of Authorized Agent), OR

DIRECTOR OF ADMINISTRATIVE SERVICES (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the CITY OF DUBLIN (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the CITY OF DUBLIN (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 21 day of MARCH, 20 23

MELISSA HERNANDEZ, MAYOR
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, MARSHA MOORE (Name), duly appointed and CITY CLERK (Title) of CITY OF DUBLIN (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the CITY COUNCIL (Governing Body) of the CITY OF DUBLIN (Name of Applicant) on the 21 day of MARCH, 20 23.

_____ CITY CLERK

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Affordable Housing and Sustainable Communities Program Application and Associated Agreement
Prepared by: Pratyush Bhatia, Transportation and Operations Manager

EXECUTIVE SUMMARY:

The City Council will consider authorizing the submission of an Affordable Housing and Sustainable Communities (AHSC) program grant application jointly with The Related Companies of California, LLC for the Amador Station affordable housing project. The City Council will also consider approving an agreement with the San Francisco Bay Area Rapid Transit District (BART) and The Related Companies of California, LLC for implementation of the AHSC program grant. If awarded, the AHSC grant will be used to help fund the construction of the Amador Station affordable housing project, construction of transportation-related improvements by the City and the developer, and purchase of three BART rail cars.

STAFF RECOMMENDATION:

Adopt the Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program and Approving the Affordable Housing and Sustainable Communities Implementation and Mutual Indemnity Agreement and Permit Option.

FINANCIAL IMPACT

Funding from the Affordable Housing and Sustainable Communities (AHSC) program is provided from the California Greenhouse Gas Reduction Fund, an account established to receive Cap-and-Trade auction proceeds. If the AHSC grant application is successful, the grant will fund a portion of the Amador Station affordable housing project, adjacent plaza improvements, associated infrastructure procurement and improvements, and transit program elements. If the AHSC application is approved and grant funds are awarded, City costs funded by the grant would include design, construction, project management, and grant administration.

DESCRIPTION:

Background

The Amador Station project is located on a vacant 3.6-acre property owned by the San Francisco Bay Area Rapid Transit District (BART). The property 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 residential project to the west, the Connolly Station residential community to the north, and Golden Gate Drive to the east. The project site is in the Transit-Oriented District of the Downtown Dublin Specific Plan (DDSP). The Amador Station project is being developed by The Related Companies of California, LLC.

Figure 1. Location Map



On January 30, 2023, the California Strategic Growth Council (SGC) and the California Department of Housing and Community Development issued a Notice of Funding Availability (NOFA) for Round 7 of the Affordable Housing and Sustainable Communities (AHSC) program. The ASHC program provides funding for affordable housing development that support sustainable communities. A key component of the AHSC program is including projects that achieve greenhouse gas (GHG) emissions reductions to benefit communities throughout California, particularly through increasing accessibility to affordable housing and to vital community amenities and resources via low-carbon transportation, resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from single occupancy vehicle use to transit, bicycling, or walking.

Grant Funding

AHSC program funds are allocated through a competitive process, based on the merits of the application to support a sustainable housing development that improves transit, walking, and

biking infrastructure. The AHSC program is designed to implement GHG emission reductions through a reduction in vehicle miles traveled (VMT), or fewer auto-trips. The AHSC grant provides an opportunity for the City to partner with Related Companies and BART to receive funds for bicycle and pedestrian infrastructure improvements. Related Companies discussed with City Staff and BART about partnering on an AHSC grant application. Partnering will result in a more complete and more competitive AHSC grant application by including a City bicycle and pedestrian project and by including procurement of BART rail cars. As a large transit agency, BART is in a unique position to aid in the support of a competitive application by providing a strong Greenhouse Gas (GHG) reduction component. The discussions resulted in a proposed AHSC grant application that, if successful, will receive funding for the affordable housing project, acquisition of BART rail cars, pedestrian and bicycle infrastructure improvements, public plaza improvements, transit passes, and other program elements.

The AHSC program limits total requested program funding to a total not-to-exceed amount of $50,000,000 of which up to $30,000,000 may be requested as a loan for Affordable Housing Development (AHD) to fund the Amador Station affordable housing project and maximum of $20,000,000 for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation Related Amenities (TRA) or Program (PGM) activities. These activities are defined in the AHSC Program Guidelines as follows:

> "Affordable Housing Development" means a Capital Project of residential development or the residential portion of a mixed-use development in which at least 20 percent of the total units are Affordable Units.
>
> "Housing Related Infrastructure" means a capital infrastructure improvement required as a condition of approval of an Affordable Housing Development by a Locality, transit agency or special district such as sewer, water, or utility system upgrades, streets, drainage basins, etc. or a capital infrastructure improvement allowed under Section 103(a)(2)(A).
>
> "Sustainable Transportation Infrastructure" means capital projects that result in the improvement or addition of infrastructure that encourages mode-shift from single occupancy vehicles by enhancing: 1) public transit service, 2) pedestrian networks, or 3) bicycle networks (includes public bike-share programs) as well as transit operations expenditures that directly support transit expansion, within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
>
> "Transportation Related Amenities" means capital improvements that are publicly accessible and provide supportive amenities to pedestrians, cyclists and transit riders (e.g., bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d). TRA improvements encourage the use of the transit or active transportation activity.

The table below provides an overview of the requested funding amount and allocations.

Table: Funding Request Amounts

AHSC Loan Type	Maximum Funding Amount	Anticipated Funding Request	Description	Funds Recipient
Affordable Housing Development (AHD)	$30,000,000	$24,000,000	Phase 1A – Amador Station	The Related Companies of California, LLC
Sustainable Transportation Infrastructure (STI)	$20,000,000	$8,368,828	BART cars	BART via The Related Companies of California, LLC
		$5,000,000	Bicycle and Pedestrian Improvements Project	City of Dublin
Transportation Related Amenities (TRA)		$1,500,000	Transit Plaza Improvements	The Related Companies of California, LLC
Program (PGM)		$703,800	Transit Passes	The Related Companies of California, LLC
		$450,000	Program Component (TBD)	The Related Companies of California, LLC

City of Dublin Project

Participation in the AHSC grant provides a funding opportunity to complete a project that is important to the City of Dublin. As shown in the table above, the AHSC application includes $5,000,000 of funding for City pedestrian and bicycle infrastructure improvements. As with any program, there are certain requirements that the proposed project must meet to be eligible for funding. The proposed City project that meets the program requirements includes pedestrian improvements in the form of reconstruction of the existing sidewalks on Regional Street from St. Patrick Way to Dublin Boulevard, and on Dublin Boulevard from Regional Street to Golden Gate Drive. The grant application also includes the funding of bicycle improvements by installing Class II bicycle lanes on Sierra Court north of Dublin Boulevard and on Sierra Lane from Sierra Court to Dougherty Road.

Agreement with the City, BART, and Related Companies

To comply with AHSC program requirements, the City of Dublin, BART and Related Companies are required to enter into a program-related agreement titled AHSC Implementation and Mutual Indemnity Agreement and Permit Options Agreement (Attachment 2). The agreement defines the terms and responsibilities for the City of Dublin, BART, and Related Companies to implement and deliver their respective improvements to comply with the AHSC program requirements.

The AHSC application deadline is April 4, 2023. Announcement of AHSC award recipients is in August 2023 according to the AHSC program notice of funding availability.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Create More Affordable Housing Opportunities
Objective D: Facilitate the production of affordable housing for lower income seniors, workforce,

and special needs households.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program and Approving the Affordable Housing and Sustainable Communities Implementation and Mutual Indemnity Agreement and Permit Option
2) Exhibit A to the Resolution – AHSC Implementation Mutual Indemnity Agreement and Permit Option

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM AND APPROVING THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES IMPLEMENTATION AND MUTUAL INDEMNITY AGREEMENT AND PERMIT OPTION

WHEREAS, on August 10, 2021, the Planning Commission approved the Site Development Review Permit for the proposed 300-unit Amador Station development by BRIDGE Dublin, LLC., on a 3.6-acre vacant property owned by the San Francisco Bay Area Rapid Transit District (BART) on Golden Gate Drive, adjacent to the West Dublin/Pleasanton BART Station. The Site Development Review Permit approval was contingent upon subsequent approval of a Community Benefit Program Agreement by City Council; and

WHEREAS, on September 21, 2021, the City Council approved the Community Benefit Program Agreement and Affordable Housing Assistance Agreement Between the City of Dublin and BRIDGE Dublin, LLC.; and

WHEREAS, BRIDGE Dublin, LLC., has subsequently partnered with The Related Companies of California, LLC., a for profit affordable housing developer; and

WHEREAS, on February 21, 2023, the City Council approved amendments to the Community Benefit Program Agreement and Affordable Housing Assistance Agreement between the City of Dublin and The Related Companies of California, LLC.; and

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated January 30, 2023 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, The Related Companies of California, LLC., engaged the City of Dublin and BART on partnering on the AHSC Program grant application in an effort to prepare a complete and competitive application; and

WHEREAS, The Related Companies of California, LLC., and the City of Dublin (Applicant) desire to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

WHEREAS, BART, The Related Companies of California, LLC., and the City of Dublin desire to enter into an Agreement that defines the terms and responsibilities for the City of Dublin, BART, and Related Companies to implement and deliver their respective improvements to comply with the AHSC program requirements; and

WHEREAS, the AHSC Program Application includes up to $5,000,000, for improvements to bicycle and pedestrian infrastructure in the City of Dublin and in the vicinity of the project; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program,

subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby make the following findings and determinations:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated January 30, 2023, for Round 7 in a total amount not to exceed $50,000,000.00 of which up to $30,000,000.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and $20,000,000.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined in the AHSC Program Guidelines adopted by SGC on December 15, 2022. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed $50,000,000.00 ($30,000,000.00 for the AHSC Loan and $20,000,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager or designee is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin approves the Affordable Housing and Sustainable Communities Program Implementation and Mutual Indemnity Agreement and Permit Option, attached hereto as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Affordable Housing and Sustainable Communities Program Implementation and Mutual Indemnity Agreement and Permit Option, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AHSC IMPLEMENTATION AND
MUTUAL INDEMNITY AGREEMENT AND PERMIT OPTION
(Amador Station)

THIS AHSC IMPLEMENTATION AND MUTUAL INDEMNITY AGREEMENT AND PERMIT OPTION (the "Agreement") is made and entered into as of _____ among the San Francisco Bay Area Rapid Transit District, a rapid transit district pursuant to Public Utilities Code Section 28500 et seq., ("District" or "BART"), City of Dublin, a municipal corporation ("City") and The Related Companies of California, a California limited liability company ("Developer," and collectively with the District and the City, the "Parties," or individually, a "Party") upon the basis of the following facts, understanding, and intentions of the Parties:

A. The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability dated January 30, 2023 (the "AHSC NOFA"), under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code, commencing with Section 75200.

B. Developer and City (together, the "Applicants"), are applying for AHSC funds in response to the AHSC NOFA to provide funding for (A) construction of the Amador Station affordable housing project in Dublin, California, to be constructed by the Developer (the "Housing Project"); (B) the provision of certain sustainable transportation infrastructure by the District (the "BART STI Improvements"); (C) the construction of certain transportation improvements commonly known as the "BART Plaza" to be constructed by the Developer or its affiliate ("Developer Transportation Improvements"); (D) the construction of certain transportation-related improvements to be constructed by the City ("City Transportation Improvements"); and (E) certain costs related to purchase of Clipper Cards for Housing Project residents and other programs (the "AHSC Programs"). These improvements are described in more detail in the final application to be submitted by April 4, 2023 (collectively, the "AHSC Application").

C. The AHSC Application seeks an award to the Applicants in an aggregate amount of up to $50,000,000 in AHSC funds consisting in part of: (A) up to $23,000,000 of AHSC loan funds for a permanent loan ("AHSC Loan") which will be disbursed to a limited partnership to be formed for the development and operation of the Housing Project (the "Partnership"), for construction of the Housing Project; (B) $8,368,828 of AHSC grant funds for provision of the BART STI Improvements; (C) up to $1,500,000 of AHSC grant funds for construction of the Developer Transportation Improvements; (D) up to $5,000,000 of AHSC grant funds for construction of the City Transportation Improvements; and (E) approximately $1,200,000 of AHSC grant funds for reimbursing the costs of the AHSC Programs (including transit passess and other programming). The AHSC grants shall be referred to collectively as the "AHSC Grants." The AHSC Loan and the AHSC Grants are collectively referred to herein as the "AHSC Financing."

D. The District is the owner of the property on which the Housing Project will take place. The District is also the owner of the property on which the Developer Transportation Improvements will take place, henceforth the "Transportation Property" which property is more fully described in Exhibit A attached hereto and incorporated herein by this reference. As property owner, BART has sufficient "site control" as that term is defined in Appendix A of the 2023 AHSC Program Guidelines dated December 15, 2022 ("Guidelines").

E. The District and Developer are required to enter into this Agreement in order to comply with the specific AHSC Program Threshold Requirement stated in Section 106(a)(12)(A) of the Guidelines (the "Transportation Agency Prior Experience Threshold Requirement"). This section of the Guidelines dictates that applicants must demonstrate prior experience by providing evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the Guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed of a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the AHSC Application for which funding is sought. The purpose of this Agreement is to, amongst other things, comply with the Transportation Agency Prior Experience Threshold Requirement.

F. The District is a non-applicant, but, as set forth herein, will have obligations to perform the following specific BART STI Improvements:

1. Purchase of three new capacity-increasing heavy rail cars to extend the length of trains, increase the number of trains operating through the Transbay Tube during peak, and maximize throughput capacity across the BART network.

G. The District can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding April 4, 2023. Below is a list of these projects:

1. STI. Rail Car Procurement Program: On November 8, 2017, under a contract to Bombardier Transit Corporation for the procurement of new rail cars, BART's first replacement rail cars were delivered. As of January 2023, BART has accepted 451 Fleet-of-the-Future rail cars and decommissioned 239 legacy rail cars as part of an overall program to not only replace but expand its fleet.

2. STI. eBART DMU: Procurement of eight Diesel Multiple Unit (DMU) Vehicles to serve BART to Antioch extension. The vehicles include a variety of amenities including high-back seats, six digital signs (with multiple language support), automated audio announcements, clear station arrival / destination signs, and modern climate control systems. Project Cost: ~$65M. Completed May 2018.

H. As set forth herein, the District affirms its control of the Transportation Property. Based on an action of the BART Board of Directors on February 9, 2023, the District intends to

grant the Developer, and its respective contractors, subcontractors, suppliers and consultants (collectively, the "Developer Transportation Improvements Parties") all necessary permits to construct the Developer Transportation Improvements, subject to an award of the AHSC Financing.

I. Subject to receipt of an award of the AHSC Financing, the District shall be responsible for completing the BART STI Improvements, and for all costs and expenses related thereto, and Developer shall be responsible for constructing and developing the Housing Project and Developer Transportation Improvements and for providing the AHSC Programs (together, the "Developer Obligations"), and for all costs and expenses related thereto. In connection with the AHSC Grants and AHSC Loan, Applicants are required to enter into standard agreements, reimbursement agreements, and regulatory agreements with HCD where Applicants will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Developer Obligations, BART STI Improvements, and City Transportation Improvements, as described in the AHSC Application. The AHSC Application and all standard agreements, reimbursement agreements, regulatory agreements and any other agreements required by HCD in connection with the AHSC Financing shall be collectively referred to herein as the "AHSC Documents."

J. The District, Developer, and City each acknowledge and agree that the inability or failure by any Party to fully and timely complete each Party's respective improvements required by the AHSC Documents may affect the timing and rights of the other Parties to receive reimbursement of AHSC funds notwithstanding the other Parties' full and timely performance of their obligations.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Site Control. The District hereby represents and warrants that it controls the Transportation Property through fee title ownership.

2. Permits and Term.

(a) Grant of Permits. Subject to HCD's award of the AHSC Financing, and per the February 9, 2023 action by the BART Board of Directors authorizing this agreement, the District will grant Developer Transportation Improvements Parties the necessary construction permits (the "Permits") for the purpose of constructing the Developer Transportation Improvements on the Transportation Property and for no other purpose, subject to the District's required design standards, application process, insurance, and safety requirements. The right to enter the Transportation Property is exclusive and personal to Developer Transportation Improvements Parties and Developer Transportation Improvements Parties shall only have the right to enter and utilize the Transportation Property in a manner that does not unreasonably disrupt the District's need to use the Transportation Property for transit purposes during the Term (as hereinafter defined).

(b) Term. The term of the Permits shall commence no later than 60 days from the complete submittal of all Permit application documents and shall continue until the earlier to occur of (a) completion of construction of the Developer Transportation Improvements, or (b) December 31, 2029. The Director of the BART Real Estate and Property Development Department will determine when a complete submittal of all Permit application documents has been provided.

3. Obligations. The District shall, in its sole responsibility, complete the BART STI Improvements in accordance with the terms of the AHSC Documents and the approved design and construction documents. The City shall, in its sole responsibility, complete the City Transporation Improvements in accordance with the terms of the AHSC Documents and the approved design and construction documents (collectively, the "City Obligations"). The Developer shall, in its sole responsibility, complete the Developer Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. Each Party will provide the other Parties with copies of all requisitions for work related to their respective work, the notice of completion, and other documents related to their respective work that another Party may reasonably request. Each of the City and the District acknowledges that the inability or failure by either party to fully and timely complete either the District's scope required by the AHSC Documents or the City's scope required by the AHSC Documents, as applicable, may affect the timing and right of Developer to receive disbursement of AHSC funds due Developer notwithstanding Developer's full and timely performance of its obligations. Developer has informed each of the City and District and each of the District and City acknowledges that if the City and/or the District is not in compliance with such party's obligations under this Agreement or the improvements are not completed in accordance with the requirements under the AHSC Documents, HCD is not obligated to close and/or fund its other financing to Developer's affiliate which would cause a default under the Project's construction and other loans.

4. District Indemnity. District is responsible for carrying out the BART STI Improvements using AHSC grant proceeds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained therein. District shall indemnify, defend, and hold harmless Developers, and their affiliates, directors, officers, partners, members, agents and employees (each, a "Developer Indemnified Party") against any and all claims, actions, suits, causes of action, losses, liabilities, injuries, costs, damages, or expenses (collectively, "Claims"), including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys' fees, arising out of or in connection with the District's performance of or failure to perform its obligations to complete the BART STI Improvements, in the manner and within the time periods set forth in the AHSC Documents. However, in no event shall the Developer Indemnified Party be indemnified hereunder for any Claims to the extent said Claims result from Developer Indemnified Party's gross negligence or willful misconduct. District agrees to pay all of the Developer Indemnified Party's costs and expenses, including reasonable attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any Developer Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

5. Developer Indemnity. Developer is responsible for carrying out the Developer Obligations using AHSC grant proceeds and AHSC Loan funds in accordance with the AHSC

Documents, including, but not limited to, any disbursement deadlines contained therein. Developer shall indemnify, defend, protect, and hold harmless the District and its affiliates, directors, officers, partners, members, agents and employees (each, an "District Indemnified Party") against any and all Claims, including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys' fees, arising out of or in connection with Developer's performance of or failure to perform its Developer Obligations to complete construction and development of the Housing Project, in the manner and within the time periods, and to otherwise perform any covenants, set forth in the AHSC Documents. However, in no event shall the District Indemnified Party be indemnified hereunder for any Claims to the extent said Claims result from the District Indemnified Party's gross negligence or willful misconduct. Developer agrees to pay all of the costs and expenses of the District Indemnified Party, including reasonable attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any District Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

6. City Indemnity. City is responsible for carrying out the City Obligations using AHSC grant funds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained therein. City shall indemnify, defend, protect, and hold harmless the District and its affiliates, directors, officers, partners, members, agents and employees (each, an "District Indemnified Party") and Developer Indemnified Party against any and all Claims, including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys' fees, arising out of or in connection with City's performance of or failure to perform its City Obligations, in the manner and within the time periods, and to otherwise perform any covenants, set forth in the AHSC Documents. However, in no event shall the District Indemnified Party or the Developer Indemnified Party be indemnified hereunder for any Claims to the extent said Claims result from such party's gross negligence or willful misconduct. City agrees to pay all of the costs and expenses of the District Indemnified Party and the Developer Indemnified Party, including reasonable attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, caused by a City breach of the Agreement, including, but not limited to, all such costs and expenses which may be incurred by any District Indemnified Party and Developer Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

7. Schedule of Performance; Progress Reports. Each of City, Developer and District shall comply with the schedule of performance for such party set forth in Exhibit B attached hereto for the completion of their respective obligations hereunder (the "Schedule of Performance"). Each of the City, District and Developer agree to give the other Parties a written quarterly status report on the progress toward the milestones listed in Exhibit B, i.e., the Developer will report on the Developer's progress on the Housing Project and Developer Transportation Improvements, the City will report on the progress of the City Obligations and the District will report on the District's progress on the BART STI Improvements. If any Party anticipates not meeting the targeted construction and grant disbursement milestones as established in the AHSC Documents, that Party will promptly notify the other Parties in writing and will meet with the other Parties to discuss the reasons why the milestone dates may not be met and what actions the delayed Party intends to take to meet the milestones or otherwise rectify the work schedule in order to maintain good standing with the terms and conditions established in the AHSC Documents.

8. Delegation. Notwithstanding the obligations of each Party under this Agreement, each Party shall be entitled to enter into sub-agreements with each other or with other parties to provide any assistance or services needed for each Party to perform its obligations under this Agreement and the AHSC Documents.

9. Cost Overruns. Developer shall be responsible for paying all costs required to complete the Developer Obligations, irrespective of whether such costs exceed the AHSC Loan. District shall be responsible for paying all costs required for the BART STI Improvements, irrespective of whether such costs exceed the portion of the AHSC Grant designated for the BART STI Improvements. City shall be responsible for paying all costs required for City Transportation Improvements irrespective of whether such costs exceed the portion of the AHSC Grant designated for the City Transporation Improvements.

10. Billing and Payment Procedure: The District shall submit to Developer, or its afffilated payee (the "Payee"), all reimbursement requests in the form of monthly invoices for the costs associated with the BART STI Improvements. Invoices will include backup documentation as required by HCD and a cover sheet indicating the budget line item from which each cost shall be drawn. Once the AHSC Grant Disbursement Agreement is executed, Developer, or Payee, shall submit corresponding reimbursement requests to HCD within 30 days of receipt of District's invoice (or such later date as may be required by HCD, but in any event within 45 days after receipt of the District's invoice) and disburse to the District any such funds received from HCD within 30 days of receipt. Failure of the Developer or Payee to timely submit the District reimbursement requests to HCD or to disburse or cause Payee to disburse any funds received from HCD for the BART STI Improvements to the District shall be a default under this Agreement and shall be a condition of District's obligation to perform the BART STI Improvements.

11. Implementation Agreements. In the event an award is received from AHSC, the Parties recognize that each Party may need additional assurances from another Party (including assurances for the Housing Project's lenders and investors) regarding the AHSC Grant and AHSC Loan before commencement of construction of the Housing Project and the BART STI Improvements. The Parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement, other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications related to the disbursement of AHSC Grant funds. The Parties recognize that any such amendments to this Agreement or execution of additional agreements may require approval of the District's Board of Directors and Developer's Board of Directors.

12. Notices. Formal notices, demands, and communications among the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

District: Abigail Thorne-Lyman
Director, Real Estate & Property Development
BART
2150 Webster St., 9th floor
Oakland, CA 94612

510-464-6140
athorne@bart.gov

Developer: Ann Silverberg
Vice President
The Related Companies of California, LLC
44 Montgomery Street, Suite 1310
San Francisco, CA
415-677-9000
Asilverberg@related.com

City: Linda Smith
City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
925-833-6000

13. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) A Party fails to perform any of its obligations under this Agreement, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party in accordance with Section 12 above; or

(b) A Party purports to revoke this Agreement or this Agreement becomes ineffective for any reason.

14. Termination. This Agreement shall terminate upon the earlier of: (i) completion of all obligations under the AHSC Documents; or (ii) mutual agreement of the Parties hereto.

15. Third Party Beneficiary. Each of the Payee and the Partnership shall be a third party beneficiary of this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party to this Agreement.

16. Assignment. District hereby acknowledges and approves the assignment by Developer and the Partnership to the Housing Project's senior lender ("Construction Lender") of all of their respective right, title and interest in, to and under the Agreement (the "Collateral") as collateral security for the Partnership's obligations to Construction Lender under, and in connection with Construction Lender's loan to the Partnership. In the event Construction Lender forecloses upon the Collateral, District hereby agrees that Construction Lender shall have all of Developer' rights and interests under the Agreement. Construction Lender is hereby made an express third party beneficiary of this Section 16, and the Parties hereto shall not amend, modify or terminate the Agreement without Construction Lender's express written consent.

17. Miscellaneous.

(a) Nothing in this Agreement shall be construed to limit any claim or right which any Party may otherwise have at any time against an Indemnitor or any other person arising from any source other than this Agreement, including any claim for fraud, misrepresentation, waste, or breach of contract other than this Agreement, and any rights of contribution or indemnity under any federal or state environmental law or any other applicable law, regulation, or ordinance.

(b) If any Party delays in exercising or fails to exercise any right or remedy against a Party, that alone shall not be construed as a waiver of such right or remedy. All remedies of any Party against the other Party are cumulative.

(c) This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective representatives, heirs, executor, administrators, successors, and assigns. This Agreement may not be amended except by a written instrument executed by the Parties hereto.

(d) This Agreement shall be deemed to have been delivered and accepted in the State of California and governed exclusively by the internal substantive laws of the State of California as the same may exist at the date hereof. The Parties hereto agree that any action hereon between the parties and their successors in interest may be maintained in a court of competent jurisdiction located in the State of California, and consent to the jurisdiction of any such California court for the purposes connected herewith.

(e) Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

(f) This Agreement may be executed in multiple counterpart copies, any one of which when duly executed, with all formalities hereof, shall be fully binding and effective as the original of this Agreement.

(g) This Agreement shall be effective as of the date first written above, provided however that in the event that the parties do not receive an award of the AHSC Funds, this Agreement shall automatically terminate and be of no further force or effect.

[Signatures on following page]

District:
San Francisco Bay Area Rapid Transit District,
a rapid transit district

By: _____
Name: Michael Jones
Its: Deputy General Manager

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

By: _____
Name: Ann Silverberg
Its: Vice President

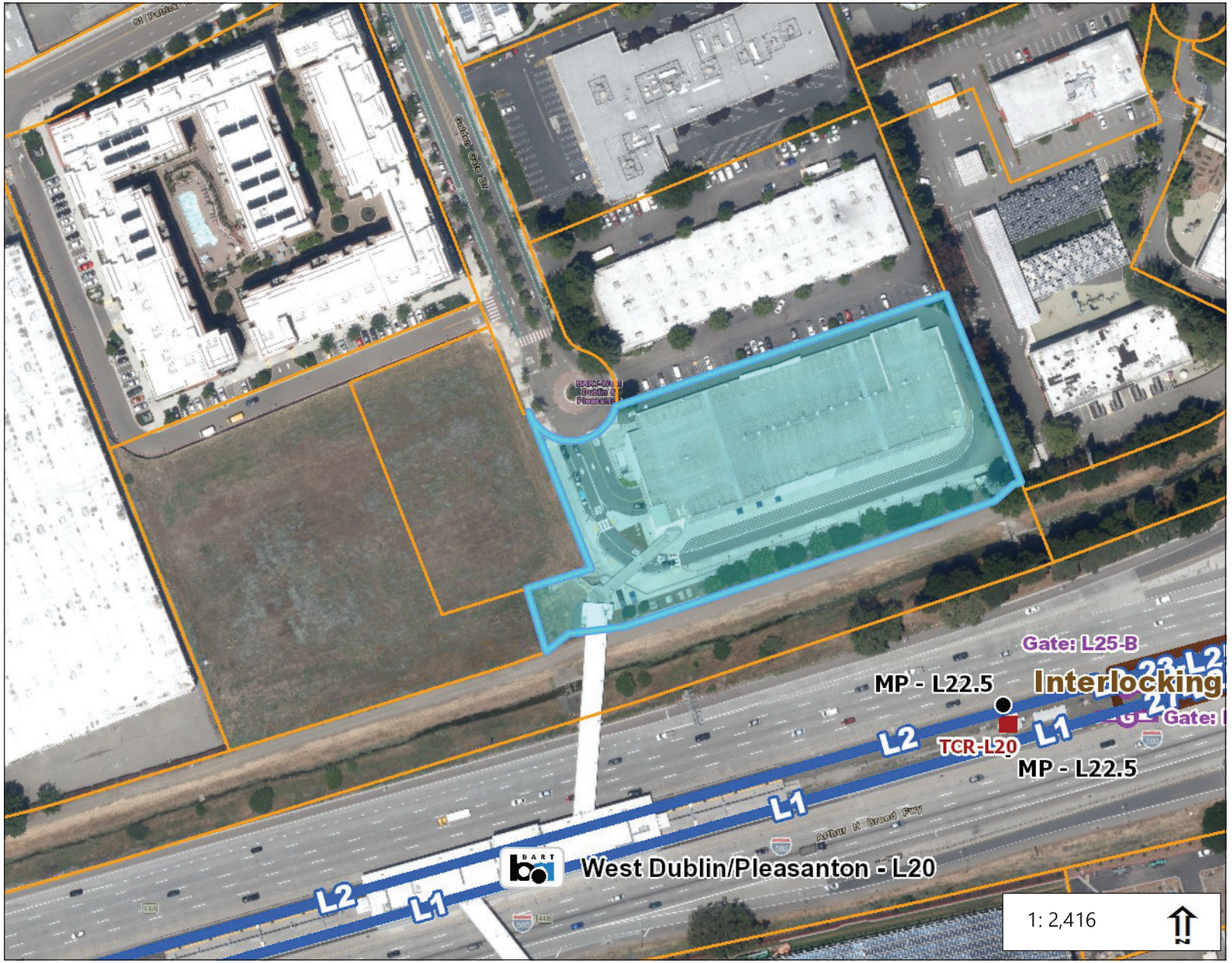
City:
City of Dublin,
a municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

EXHIBIT A

San Francisco Bay Area Rapid Transit

EGIS - Overview Map



Legend

- High Voltage Substation
- Phone - Wayside
- Maintenance of Way
- Milepost
- Park & Ride - BART
- Shops & Yards
- BART Station
- Switching Station
- BART Track Center Line
  - A Line
  - C Line
  - H Line
  - K Line
  - L Line
  - M Line
  - R Line
  - S Line
  - W Line
  - Y Line
- Future Station
- Track Extension Line
- Sump Pump
- Gate
- Interlocking
- Multiplexer (Mux)
- Switch Track

Notes

All Data Displayed is provided by BART OCIO - EGIS Department

402.7 0 201.36 402.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Property Information

Owner(s):	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	**Mailing Address:**	300 LAKESIDE DR #22, OAKLAND, CA 94612
Owner Phone:	Unknown	**Property Address:**	6501 GOLDEN GATE DR, DUBLIN, CA 94568
Vesting Type:		**Alt. APN:**	941 -2842-003-00
County:	ALAMEDA	**APN:**	941-2842-3
Map Coord:	:	**Census Tract:**	450400
Lot#:		**Block:**	
Subdivision:		**Tract:**	
Legal:			

Property Characteristics

Use:	PUBLIC (NEC)	**Year Built / Eff. :**	/	**# of Units:**	
Zoning:		**Lot Size Ac / Sq Ft:**	2.5776 / 112282	**Fireplace:**	
Bedrooms:	0	**Bathrooms:**	0.0	**Heating:**	
# Rooms:	0	**Quality:**		**Style:**	
Pool:		**Air:**		**Parking / #:**	/
Stories:		**Garage Area :**		**Basement Area:**	
Gross Area:		**Sq. Ft. :**			

Sale and Loan Information

Sale / Rec Date:	/	***$/Sq. Ft.:**		**2nd Mtg.:**	
Sale Price:		**1st Loan:**		**Prior Sale Amt:**	
Doc No.:		**Loan Type:**		**Prior Sale Date:**	
Doc Type:		**Transfer Date:**		**Prior Doc No.:**	
Seller:		**Lender:**		**Prior Doc Type:**	

*$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

Tax Information

Imp Value:		**Exemption Type:**	
Land Value:		**Tax Year / Area:**	2022 / 26-000
Total Value:		**Tax Value:**	
Total Tax Amt:		**Improved:**	%

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Limitation of Liability for Informational Report

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EXHIBIT B

Schedule of Performance

District:

BART STI Improvements

Performance Milestone	Date
Begin procurement	August 31, 2023
Complete delivery of transit vehicles	August 31, 2024
All funds fully disbursed	November 30, 2027

City:

Performance Milestone	Date
Begin Construction of City Transportation Improvements	June 30, 2027
Construction completion of City Transportation Improvements	June 30, 2028
All funds fully disbursed	July 30, 2028

Developer:

Housing Project

Performance Milestone	Date
Execute Standard Agreement for AHSC Loan	December 31, 2024
Begin construction of housing project	December 31, 2024
Complete construction and obtain Certificate of Occupancy	December 31, 2026
All funds fully disbursed	September 30, 2027

Developer Transportation Improvements

Performance Milestone	Date
Begin construction	September 30, 2025
Complete construction	December 31 2026
All funds fully disbursed	June 30, 2027

Agenda Item 4.6

STAFF REPORT

CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Mayor's Appointment to Parks and Community Services Commission Unscheduled Vacancy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor's appointment to fill an unscheduled vacancy on the Parks and Community Services Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Daniel Colley to the Parks and Community Services Commission for the remainder of a term ending December 2024.

FINANCIAL IMPACT:

None.

DESCRIPTION:

An unscheduled vacancy occurred on the Parks and Community Services Commission on February 24, 2023, due to the resignation of Vimal Pannala. Mayor Hernandez reviewed applications from alternates Daniel Colley and Laura Gan, in addition to applications from Probaho Chakrabarty, Regis Harvey, Shubhra Kant, and Vijay Pulipati submitted in November 2022. Mayor Hernandez is recommending appointment of Daniel Colley to the Parks and Community Services Commission, with a term expiring December 2024.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Applications for Parks and Community Services Commission

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
11/13/2022

First Name *
Daniel

Last Name *
Colley

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
8

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

My family moved to Dublin in 2014 and have been enjoying the parks and programs almost since day one: Splatter(attending and volunteering), Junior Warriors (playing and coaching), the Wave (swim instruction or visiting the waterpark) or just visiting one of the many playgrounds in the city. This was enough to inspire me to become an alternate commissioner with the Parks and Community Services Commission in Dublin. Over the last two years I have been able to gain an even deeper appreciation for everything that this department does for the community. I have been excited to see how the department has been able to continue to make services available for all of the diverse community that is Dublin. The Imagine Playground, the new Cultural Arts Center and the final Phase of Fallon Sports Park are just a few examples of how Dublin is increasing access and services or everyone in Dublin.

How do you feel about user fees for recreation programs and park/facility reservations?

As a user of the Dublin park and services I believe that the fees are reasonable and in some cases much lower than similar non-city programs. As a commissioner, I believe that the staff has a sound methodology for developing the fees. It is also important to continually review the fees and usage numbers to make sure that they align with the mission of the department and with the current needs of the community.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Two of my experiences have helped to be comfortable in situations where an unpopular decision needs to be made. The first is coaching youth sports. Youth coaches are constantly put into situations where they need to make choices and decisions that could be unpopular with parents or athletes. Keeping the long term goals of helping the athletes learn the game, grow as individuals and have fun often come in conflict with short term goals such as winning a championship. Holding to and communicating your values help the members understand "the why" of a decision even if they aren't happy with the short term result. Second, I have been lucky to be able to watch the more experienced commissioners and have learned a lot from them. They have courage to speak up and ask questions when it's important and they also give space for others to do so as well. I would hope to continue that environment if reappointed to the commission.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

Our city is diverse and has grown a lot recently. This has caused some division and frustration within the community at times. The parks and community services that the city provides have a unique opportunity to be a unifying force. The spaces we create bring people together and the programs create a sense of community and join members of our city together in ways that might not happen otherwise. Coming to the commission with a thought for bringing the community together would be a focus for me during my term.

Why are you interested in serving on the Parks and Community Services Commission?

I have really enjoyed my 2 years on the commission and would be honored to continue on and see the current projects to completion. I am especially excited about the new Cultural Arts Center, since that is such a unique space for the city.

In what organizations are you currently a member? Please list.

Dublin Parks and Community Services Commision, Alternate Commissioner
Dublin Unified School District, Guest Teacher
Dublin High School, Engineering and Design Academy, Mentor and Presenter
Dublin High School Athletics, Volunteer
Fallon Middle School, Volunteer

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

As a resident of Dublin, I've been able to use many of the community facilities over the years. I have spent hours coaching in Stager, and visited many of the parks for recreation. Since we receive regular reports on activities going on at the Senior center and Library I have also become familiar with all of the services that those facilities offer as well.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

I think the newest update to the master plan provides a lot of great information that can help the city increase inclusion. By understanding the people that make up our community and then identifying gaps in participation, we can target facilities and programs that address those gaps. Also, by engaging the community with on site events such as the design concept review at Jordan Ranch, we can learn about additional gaps or needs. Finally, I think it is very important for the city to partner with outside design and construction companies that are leaders and innovators. The Imagine Playground is a great example of what we can achieve with great collaborating partners.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
10/27/2022

First Name *
Laura

Last Name *
Gan

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
16 years

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

My children have all taken classes from the Dublin rec guide throughout the years.

How do you feel about user fees for recreation programs and park/facility reservations?

I think they are realistic to ask for as long as the fee remains reasonable and the city offers scholarship options for our local families who may not have the financial means to participate.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Confident that it will set the community up for success in the long run. It is important that we look to future planning for the needs of Dublin, especially our youth community. I am not a stranger to pushing through unpopular idea's in the community. It takes about 3 years for new routines to settle in as the "new normal".

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I can provide community feedback from a diverse set of families in Dublin. As the Head Track and Field at Wells Middle School and the Head Cross Country Coach at St. Raymond's CYO Team, and a high level parent volunteer for Dublin High's Cross-Country and Track Team, I communicate multiple times a week with families and they are very open about expressing what they would like to see in future Parks and Community service growth for the City of Dublin.

Why are you interested in serving on the Parks and Community Services Commission?

In my business, as a Health Coach and Coach of youth sports, I am a leader in guiding my clients and athletes to enjoy their time in the outdoors. I would like to see Dublin be able to serve the needs of all different types of outdoor activities as we continue to grow.

In what organizations are you currently a member? Please list.

Wells Middle School-School Site Council Representative volunteer
Boy Scouts of America - Committee Chair volunteer of Troop 904
Girl Scouts of America - Troop Leader volunteer of Co-op Troop 93309
St. Raymond's CYO Cross Country - volunteer Head Coach
Wells Middle School - Head Coach, Track & Field

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

All of our major city-owned community facilities in Dublin provide resources and events to encourage socialization and community building activities. This is a tremendous value add in addressing and staving off mental health concerns in our community. Especially for our seniors (the senior center lunches, and bingo's and jazzercise classes), and for our youth and families (Shannon center, classes and events).
I have previously rented the Shannon Community Center and Senior Center on behalf of Dublin El PFC (as PFC President) and Wells Middle School (as PFC President) for community fundraising events.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

I understand that due to cost issues, many of our parks are planted with immature tree's. But this lack of shade can be a huge detriment for many of our families to come out and enjoy these newer facilities. Our Dublin weather pattern is unpredictable, and that lack of shade can lead to many of our members with health issues to not participate in usage of those outdoor facilities. This includes myself, as a breast cancer survivor, post-mastectomy and post-lymphtectomy, I can no longer go out in the sun without risking lymphedema. I would want to see our City focus more on creating and maintaining a comfort level at ALL of our parks citywide to encourage usage by all of our local citizens, especially youth and adults that are disabled, like myself. Sun shades, pergola's, water play zones in every park, etc.

I would like to see the City continue to expand the variety of sports facilities they offer to the community. More accessible basketball courts that are well lit at night, as that is a globally popular sport. Actual running trails that are laid with tight-packed dirt/gravel to reduce injuries from running on hard concrete and road.

Creating partnerships and helping to promote businesses in our area that offer more unusual "sports/physical activities" for our community such as the Youth, Adult and Senior Bowling Leagues at Earl Anthony's. Again this focus is on creating events, activities, and locations where all ages and all abilities can enjoy the space equitably.

Parks and Community Services Commission Application

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The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
11/9/2022

First Name *
Probaho

Last Name *
Chakrabarty

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
8 years

Have you participated in Inside Dublin? *
(●) Yes
( ) No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

As a Dublin resident for the past eight years, I have used the services provided by Dublin Parks and recreation extensively. My kids (10 and 5 year old) regularly take classes provided through Dublin rec, starting from Wave swimming classes, Tennis lessons, Kids For Soccer classes and many more. We have also reserved spaces for birthday parties at various Dublin location, through Rec. My elder kid has also availed the after-school rec program at Amador Elementary. It has also become my habit to check the recreation guide as soon as it is published so that we can reserve our spots at the earliest.

How do you feel about user fees for recreation programs and park/facility reservations?

Fees are very generous. We need to look into the accounting books and figure out the impact on the exchequer and accordingly take steps to rationalize the fees, compared to our neighborhood cities.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Dublin is the home of rational individuals. Even if we take an unpopular decision, if we socialize that evenly within the community, I am definitely we can get a consensus.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

Coming from a Big4 Consultiing background (professionally), I can contribute in strategy, long term/short term planning, event planning and any other activities related to the smooth functioning of Dublin Park and recreation.

Why are you interested in serving on the Parks and Community Services Commission?

Dublin is my adopted hometown and my family has long term interest in Dublin. Dublin Park and Recreation has an very important part to play in keeping the city vibrant and lively. Rather than sitting on the fence, I would like to participate and make my contribution in this goal.

In what organizations are you currently a member? Please list.

Past committee member of Positano Homeowner Association

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I do have extensive knowledge about Wave as my family members have regularly taken classes there. We have attended birthday parties in these facilities as well. I do not have much info on the Senior Center though

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

I have a few idea, one of them being including Corporates organize their events in the trails and parks of Dublin. I am associated with Oracle and Kaiser Permanente (Pleasanton) Heartwalk and if we can bring them in Dublin, we can have more participation. Dublin's diversity needs also be acknowledged, which could be done by recognizing some diverse events in our facilities.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
10/11/2022

First Name *
Regis

Last Name *
Harvey

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
Alameda

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
8

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

I am aware of variety activities and programs such as St. Patricks Day events and Splatter. I have contributed and participated in both events for years. There is also activities at the Wave such as, swimming lessons and general swimming open to all residents.

How do you feel about user fees for recreation programs and park/facility reservations?

I am comfortable with user fees for they help pay for current programs and offer revenue for new programs and opportunities in the future.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I feel it comes with the position. There are times that a person or group has to make tough decisions that are not popular, but is best for the community. An example of making unpopular decisions is organization budget/financial decisions. Sometimes there are programs that may be popular however, the organization or city does not have the funding to continue with the program.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I feel the most important contribution as a member is the ability to look at situation from multiple lenses/perspectives, think outside the box, analyze data objectively, and make clear decisive decisions.

Why are you interested in serving on the Parks and Community Services Commission?

The reason why I am interested is because it gives me an opportunity to serve my community for youth and families.

In what organizations are you currently a member? Please list.

-Human Service Commission
-Diversity Inclusion Alliance (DIA)
-Diablo Black Mens Group (DBMG)
-San Ramon Valley Diversity Coalition
-Tri-Valley For Black Lives
-Kappa Alpha Psi Fraternity Inc
- I also collaborate with other cultural organizations (AAPI, Latin, Native Indigenous,etc)

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

My Knowledge of the Dublin Senior Center is to provide a opportunity for seniors to congregate, participate in activities, and resources. The Senior Center does provide a location for other organizations to utilize for meetings, special events, and activities.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

I feel the city can provide better equity and inclusion to all persons by continuing gathering data on the population. To distribute surveys to the residents that meet their needs and interest. To make sure the questionnaire is fare and equitable to all citizens. Next is to make sure funding is not slanted or skewed to one side of town, neighborhood, or community. For example; there should not be more funding given to one side of Dublin for more opportunities and the other side is neglected of equitable opportunity. Neither side should not be neglected and recognized as One Dublin!

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
11/22/2022

First Name *
Shubhra

Last Name *
Kant

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
California

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
19

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

We chose the City of Dublin to be our home in 2003. Since then we have thoroughly enjoyed every bit of our living here. We have raised our two boys here. Programs offered by Parks and Community Services have been the primary source of enrichment for our family from toddler gyms to sports programs like tennis, basketball, and soccer. I still remember taking my two-year-old to Shannon Community Center for his first Parent & Me classes. Dublin's farmers market, Splatter and Breakfast with Santa are some of the annually recurring events that make me feel nostalgic and quite attached to Dublin. I am looking forward to contributing to my city by being a part of the advisory committee so other residents could benefit from these programs the same way we did.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe that recreation programs are a huge asset to our community. The fees for the programs especially for the residents are quite nominal compared to what is being offered outside of the Parks and Rec. In the future maybe we can offer some financial aid or discounts to those who qualify so every member of the community could benefit from these programs.

This May, I was looking for a venue for a wedding ceremony for my niece. My search started with various private rentals. As I looked further, I was directed to the facilities available within the city. I was positively surprised to learn that I had so many rental choices at very affordable prices. Renting a part of the city facility brings a sense of belonging to the community as well as it adds to the revenue stream of the city.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I have a Master's degree in Library and Information Science and I have worked in the Pleasanton City Library for some time. As librarians, we have been taught to keep our personal biases; and past experiences away during the decision-making process. When making a decision, my primary focus is going to be the 'overall good of the community' backed by information and research. Dubliners are very aware and involved citizens and will understand our point of view if presented to them with proper evidence.

On a personal note all of us should be prepared to change and adapt just in case our decisions do not work the way it was aimed for.
We have faced similar situations at home when our decisions have not been liked by our children. In such a situation, to bring them on board, we take them through the decision-making process and make them aware of the thoughts behind the decision.Similarly, our community is like a big extended family. Whether we are making a decision for the family or our community, the decision-making process is the same.

I believe that if we want to make a decision that is good for the community, we should be able to explain that to the residents. I have full faith that our residents are well aware to make the right choice and an open process like this will avoid a situation where a decision is being made for the good of the community and the residents do not see it. Vice versa, if we explain our thought process to the community but the residents oppose or find problems in our approach then we should be prepared to take their feedback and be willing to modify/change our decisions.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I was the Program Director of CompuChild franchise (STEM Education National Franchise) since 2014-2019 for the Tri-valley territory. In my position I have offered enrichment programs to thousands of Dublin students at almost every public elementary school. I have enjoyed working with schools, students and parents to bring differentiated after-school enrichment programs that were very well received and benefited the community significantly.

My role has changed from a franchisee to being a franchisor of CompuChild. I have sold my Dublin territory to another owner in 2019. I do not offer fee-based classes in Dublin anymore. My new role as a franchisor of CompuChild is coming up with new programs which will make our next generation capable of thriving in the changing landscape of STEM majors and careers.
My most important contribution to the Parks and Community Services Commission will be my expertise in deciding which new events and programs to bring to our community to enhance and enrich the lives of Dublin residents.

Why are you interested in serving on the Parks and Community Services Commission?

I have been a resident of Dublin for close to two decades now. My children and my family have benefited a lot from this community. Now, when my kids are all grown up, I would like to devote some of my time to give back to my community. My primary purpose is to enrich the lives of Dubliners and try to have a positive impact on my community.

In what organizations are you currently a member? Please list.

I am not a member of any organization currently. I am the International franchisor of CompuChild. I do not offer any for-profit classes in Dublin now.
My business website is
www.compuchild.com

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

Being a resident for almost 20 years I have visited all the above-stated city-owned facilities on multiple occasions. My Senior Center experience has been during Holiday Bazaar, Teen Job Fairs, and when my son was volunteering there. We have used the Wave for the lovely water slides and Shannon Community Center for kid's activities. I am very well aware of other city-owned facilities that are not listed here. I have never rented any facility yet but I know the process of renting. I was looking for a space for my niece's wedding at the Dublin Senior Center Ambrose Hall but unfortunately, it was not available on the date we were looking for.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

The city of Dublin is a very diverse and densely populated community. It's not that easy to make changes unless those changes are supported by reasoning and data. Before we begin to make any improvements or changes, my first step would be to run a survey to seek residents' input to understand their needs. The survey will help them share their experiences too.
Secondly, we would run an ambassador program so every community is equally represented, their needs are fully understood and their culture is celebrated.

Last but not the least, I will analyze and study the program data which is readily available. It is important to know which programs are popular and have full enrollment and find out reasons why others are not. I will study the reason for their unpopularity (expensive, not useful, or not able to reach the community members, etc.) and act upon them.

If there was to be a fixed fee for renting these facilities, only residents with a certain economic status will end up using the facilities. By assigning specific days where the facility could be rented at a lower price to residents who are not financially that well off, we can facilitate the use of these facilities by a much larger resident population.

Another idea could be to reserve these facilities for specific cultural festivals and activities around those days. For example, certain days could be allocated for use around various festivals such as Christmas, Diwali, Chinese New Year, Cinco de Mayo, Rosh Hashanah, Kwanzaa, Ramadan, etc. will promote inclusion in the sense that residents who follow all these religions and festivals will definitely get to celebrate those at our city's facilities.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

The Parks and Community Services Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
11/14/2022

First Name *
vijay

Last Name *
pulipati

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
Alameda

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
15

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a

family member participated in a program sponsored by the Department?

As a Dublin resident for 15 years I have pretty much participated/utilized all of Dublin's parks facilities, Member/Constant user of the Wave, Father of a Dublin Gator Swim team member, Multiple Dublin Shamrock runs participant .
- Founder of Dublin Ultimate Frisbee playing at Emerald Glen/Fallon Sports park
- Founder/member of residents soccer in Fallon Sports Park
- Volunteer at various park events/festivals like Splash/Farmers market

How do you feel about user fees for recreation programs and park/facility reservations?

I completely agree and approve with the current user fees for recreation programs and park/facility reservations.
These fees help the city to maintain the parks for all users .

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

When it comes time to make the difficult decision there is the possibility that, in spite of all efforts, people will remain opposed to the project. Acknowledging that both sides share a concern about the community can be helpful insofar as it shows that the opponents' views have been heard and respectfully considered.
Downplaying and ignoring opponents is never an ethical strategy and is rarely effective in the long term.

The key to maintaining public support often lies in explaining your position well, while indicating that you have heard others' concerns. Those who disagree with your analysis will still do so, but they may respect you for having carefully considered all perspectives and remained faithful to your values.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I think this a difficult question to answer until I have the opportunity to delve into the issues currently on the Commission's agenda.
From a personal perspective, I would like to address the following :
More open space available for off-leash dog areas
Making Dublin even more bike friendly, by increasing/propagating the number of bike routes and increased number and quality of bike racks in parks.
Improving shade for spectators at athletic fields as it gets very hot and we have a lot of parents over the weekend games.
Constructing a covered play structure, to provide recreation for stir-crazy kids on gloomy days.
Community Garden - While this is very specific, I envision the Community Garden program being enhanced to become a more valued resource.
Additionally, I want 'to make sure that the Park and Recreation division does not suffer financially in this time of tight fiscal budgets for the City.
Finally, I wish to See partnership of programs between local business and youth sports programs.

Why are you interested in serving on the Parks and Community Services Commission?

I am very interested in the Park and Recreation Commission in order to serve the City of Dublin through community outreach and alignment and by ensuring continued and enhanced community services.
Dublin is one of the most unique communities due to its natural resources, community facilities, cultural centers and wonderful parks and libraries serving numerous demographics. I am passionate about our
community and have a vested interest in it's future due to my 4 and 10 year old sons who are active users of the city parks.
As part of the Commission I will dedicate my time and contribute my skills including:
operations, budgeting, organizing, teamwork, community engagement, and policy management.
As a Dublin resident for 15 years, My years of living in Dublin provide me with a depth of understanding of the City and it's goals.

In what organizations are you currently a member? Please list.

Dublin Green HOA President
Toastmasters
Multiple Technical Organizations

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

Sons in Wee Hoop and Soccer programs provided by the City of Dublin
Son in Junior Gator (swim team) at the wave as well as season pass holders and the Wave water park
Rented Fallon/ Emerald Glen picnic spots for Birthday parties

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our

programs?

Parks are more critical than ever for people to access the outdoors, to maintain mental health and to stay physically active. Parks can provide a crucial break in screen time for both children and adults, and can provide a low-cost way to manage anxiety.

We can help by:
Developing communication materials that make connections with all Dublin residents and visitors about the program and the benefits of time outdoors
Foster partnerships and programs for access, inclusion, and diversity
Using a social media team, to create accessible resources that encourage everyone in the community to visit public parks and open space
Provide transparent leadership who show all residents are welcome.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 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 a listing of payments issued from February 1, 2023 – February 28, 2023, totaling $7,512,689.93.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	February 1, 2023 – February 28, 2028
Total Number of Payments:	310
Total Amount of Payments:	$7,512,689.93

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning February 1, 2023, through February 28, 2023. This report is 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 February 2023

City of Dublin
Payment Issuance Report

Print Date: 3/10/2023

Payments Dated 2/1/2023 through 2/28/2023

Date Issued	Payee	Description	Amount
2/1/2023	DSRSD	SERVICE TO 12/31/2022	427.43
2/1/2023	DSRSD	SERVICE TO 12/31/2022	2,366.55
2/1/2023	DSRSD	SERVICE TO 12/31/2022	138.08
2/1/2023	DSRSD	SERVICE TO 12/31/2022	403.04
2/1/2023	DSRSD	SERVICE TO 12/31/2022	253.64
		Payments Issued 2/1/2023 Total:	**3,588.74**
2/2/2023	ALAMEDA COUNTY LAFCO	LAFCO APPORTIONMENT FOR FY 22-23	4,480.00
2/2/2023	AMY'S ENGRAVED SIGNS & AWARDS	COUNCIL CHAMBER NAMEPLATES	157.66
2/2/2023	APEX GRADING	FALLON VILLAGE GHAD SERVICES	500.00
2/2/2023	APEX GRADING	FALLON VILLAGE GHAD SERVICES	20,500.00
2/2/2023	AT&T - CALNET 3	HERITAGE 9391018979	24.50
2/2/2023	BARG COFFIN LEWIS & TRAPP, LLP	LEGAL SERVICES - ATTORNEY FEES	440.00
2/2/2023	BAY ALARM COMPANY	ALARM SERVICES - ALARM INSTALL CORP YARD -DEC 2022	2,875.00
2/2/2023	BAY ALARM COMPANY	ALARM SERVICES - FEB 2022	11.00
2/2/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	193.22
2/2/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	172.64
2/2/2023	CALICO CENTER	CHILD ABUSE FORENSIC/INTERVIEWING/SUPPORT SERVICES	4,846.00
2/2/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	651.96
2/2/2023	CLAUDIO E. TALAVERA BALLON	REPAINT UTILITY BOX AT AMADOR VALLEY & SRVB	500.00
2/2/2023	COMMUNITY RESOURCES FOR	HUMAN SERVICE GRANT FY2022-23	2,480.00
2/2/2023	DEPARTMENT OF JUSTICE ACCTNG	DEC 2022 LIVESCAN PROCESSING FEES	420.00
2/2/2023	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS	561.25
2/2/2023	DYLAN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT FOR DEC 2022	15.63
2/2/2023	GABRIELLE ABDON	SBEC FEBRUARY LUNCH MEETING	33.46
2/2/2023	GHILOTTI BROS, INC.	DUBLIN BLVD PAVEMENT REHAB PROJECT	1,100,188.55
2/2/2023	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	397,109.50
2/2/2023	GROUP 4 ARCHITECTURE,	DESIGN OF CULTURAL ARTS CENTER - DEC 2022	29,522.10
2/2/2023	HDL COREN & CONE	PROPERTY TAX CONSULTING SERVICES JAN-MAR 2023	1,895.57
2/2/2023	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT	1,596.25
2/2/2023	JOHNSON CONTROLS SECURITY	ALARM SERVICES - CIVIC - DEC 2022	512.52
2/2/2023	JOHNSON CONTROLS SECURITY	ALARM SERVICES - PSC FIRE - DEC 2022	1,114.33
2/2/2023	KIMLEY-HORN AND ASSOC. INC.	TRAFFIC SIGNAL FIBER INTERCONNECT - OCT 2022	7,740.40
2/2/2023	KIMLEY-HORN AND ASSOC. INC.	DEVELOPMENT TRANSPT REVIEW - HERITAGE SEP 2022	1,199.00
2/2/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	1,422.56
2/2/2023	KITTELSON & ASSOCIATES, INC.	CITYWIDE BIKE/PED MASTER PLAN UPDATE - NOV 2022	30,166.75
2/2/2023	KITTELSON & ASSOCIATES, INC.	CITYWIDE BIKE/PED MASTER PLAN UPDATE - DEC 20202	4,934.00
2/2/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	235.00
2/2/2023	LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	4,483.38
2/2/2023	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	11,652.13
2/2/2023	LSA ASSOCIATES INC.	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV	3,453.88
2/2/2023	MCE CORPORATION	MAINTENANCE SERVICES - DEC 2022	497,059.55
2/2/2023	MICHELLE SUNG	MILEAGE REIMBURSEMENT DEC 2022	53.50
2/2/2023	MITY-LITE, INC.	EQUIPMENT FOR SHANNON CC	63,265.53
2/2/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT - DEC 2022	1,125.28
2/2/2023	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS - DEC 2022	1,197.38
2/2/2023	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS - DEC 2022	2,314.93

City of Dublin
Payment Issuance Report

Print Date: 3/10/2023

Payments Dated 2/1/2023 through 2/28/2023

2/2/2023 PAKPOUR CONSULTING GROUP,	CONSTRUCTION MGMT-DON BIDDLE COMM PARK - DEC 2022	14,546.50
2/2/2023 PAKPOUR CONSULTING GROUP,	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3 -DEC 2022	13,068.00
2/2/2023 POLY-WOOD, INC.	ADIRONDACK CHAIRS FOR THE WAVE	22,920.98
2/2/2023 RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS17 - JAN 2023	247.00
2/2/2023 RECYCLIST	RECYCLIST PROGRAM TRACKER SUBSCRIPTION	900.00
2/2/2023 REGISTRAR OF VOTERS ALAMEDA	COUNTING OF REFERENDUM PETITIONS JAN 2022	6,289.93
2/2/2023 SCA OF CA LLC	STREET SWEEPING SERVICES - DEC 2022	28,155.86
2/2/2023 SELECT IMAGING	LANDFILL LABELS	1,776.00
2/2/2023 SELECT IMAGING	PLANNING COMMISSIONER NAME BADGES	135.44
2/2/2023 SIMPLER SYSTEMS, INC	IMPLEMENT SIMPLER 2.0	3,139.45
2/2/2023 SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS - AUG 2022	204.00
2/2/2023 STATE WATER RESOURCES	ANNUAL PERMIT FEE	26,498.00
2/2/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINT & REPAIR	608.51
2/2/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINT & REPAIR	357.33
2/2/2023 STORM WATER INSPECTION &	FULL TRASH CAPTURE MAINTENANCE	8,960.00
2/2/2023 SURF TO SNOW ENVIRONMENTAL	NPDES PERMIT INSPECTION/ILLICIT DISCHARGE RESPONSE	540.00
2/2/2023 SWINERTON MANAGEMENT AND	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER - DEC 2022	109,357.50
2/2/2023 TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION	1,400.00
2/2/2023 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE	10,164.90
2/2/2023 WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	1,260.00
2/2/2023 W-TRANS	BASIS SCHOOL TRAFFIC STUDY - NOV 2022	8,436.25
2/2/2023 W-TRANS	BASIS SCHOOL TRAFFIC STUDY - OCT 2022	1,870.00
2/2/2023 W-TRANS	DEVELOPMENT TRANSPORTATION REVIEW - DEC 2022	2,746.25
2/2/2023 ZARIAN PETITHOMME	MILEAGE REIMBURSEMENT FOR DEC 2022	172.00
	Payments Issued 2/2/2023 Total:	**2,464,858.31**
2/6/2023 CAL PERS	PERS RETIREMENT PLAN: PE 1/27/22	87,413.61
2/6/2023 INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 1/27/23	68,686.59
	Payments Issued 2/6/2023 Total:	**156,100.20**
2/7/2023 EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 1/27/23	21,482.17
2/7/2023 HEALTHEQUITY, INC.	HEALTHEQUITY: PE 1/27/23	4,343.76
2/7/2023 I C M A 401 PLAN	DEFERRED COMP 401A: PE 1/27/23	1,316.87
2/7/2023 I C M A 457 PLAN	DEFERRED COMP 457: PE 1/27/22	28,744.17
2/7/2023 US BANK - PARS	PARS: PE 1/27/23	3,148.79
	Payments Issued 2/7/2023 Total:	**59,035.76**
2/9/2023 ALAMEDA COUNTY CLERK	NOTICE OF EXEMPTION	50.00
2/9/2023 ALAMEDA COUNTY CLERK	NOTICE OF EXEMPTION	50.00
2/9/2023 ALAMEDA COUNTY	ALL YEAR SWIMMING POOL #2203	3,564.00
2/9/2023 ALAMEDA COUNTY FLOOD	ZONE 7 PERMIT FEES COLLECTED-Q1 FY22/23	36,293.40
2/9/2023 ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	16,385.17
2/9/2023 ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	16,185.19
2/9/2023 ALLIANT INSURANCE SVCS INC	INSURANCE SALES FOR TENANT/USER PERMITS	11,489.00
2/9/2023 BAY ALARM COMPANY	ALARM SERVICES - THE WAVE - JAN 2023	158.08
2/9/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	137.64
2/9/2023 BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT - OCT - NOV 2022	49,932.63
2/9/2023 BSK ASSOCIATES INC.	SAMPLING/TESTING ALAMO CRK PRK FENCE - DEC 2022	1,105.00

City of Dublin
Payment Issuance Report

Print Date: 3/10/2023

Payments Dated 2/1/2023 through 2/28/2023

2/9/2023 CAL-ALHFA	CAL-ALHFA MEMBERSHIP RENEWAL	300.00
2/9/2023 CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES - NOV 2022	4,767.32
2/9/2023 CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES - DEC 2022	4,387.37
2/9/2023 CDW GOVERNMENT INC	MICROSOFT ANNUAL RENEWAL	72,753.26
2/9/2023 CHABOT-LAS POSITAS COLLEGE	HUMAN SERVICE GRANT FY2022-23	9,153.86
2/9/2023 CHABOT-LAS POSITAS COLLEGE	HUMAN SERVICE GRANT FY2022-23	7,975.00
2/9/2023 CHALLENGER SPORTS	REC CLASS INSTRUCTOR	864.00
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	91.20
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	72.00
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	57.60
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	48.00
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	62.40
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	38.40
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	72.00
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	48.00
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	76.80
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	62.40
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	67.20
2/9/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	33.60
2/9/2023 CIVICWELL	CLIMATE ACTION PLAN SUPPORT JAN 2023	7,250.00
2/9/2023 CIVICWELL	CLIMATE ACTION PLAN SUPPORT DEC 2022	7,250.00
2/9/2023 COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	2,099.95
2/9/2023 COMCAST	CIVIC CENTER CABLE	118.71
2/9/2023 CORWOOD CAR WASH, INC.	CAR WASHES	2,805.00
2/9/2023 DELL MARKETING L.P. C/O DELL USA	DELL WORKSTATION REPLACEMENTS	43,810.74
2/9/2023 DIABLO PUBLICATIONS	ADVERTISING - TRI-VALLEY VISITORS GUIDE	1,730.00
2/9/2023 DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - JAN 2023	516.00
2/9/2023 DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	96.68
2/9/2023 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER PG&E ELECTRIC	1,271.41
2/9/2023 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER PG&E ELECTRIC	1,115.71
2/9/2023 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER - SPURR	24.82
2/9/2023 DUTCHOVER & ASSOCIATES	ENGINEERING PLAN REVIEW SERVICES - DEC 2022	1,205.00
2/9/2023 EAST BAY POOL SERVICE, INC.	THE WAVE POOL & SLIDE MAINTENANCE	7,800.00
2/9/2023 EAST BAY POOL SERVICE, INC.	MURIATIC ACID - OUTSIDE SCOPE OF CURRENT CONTRACT	909.30
2/9/2023 ESRI	ANNUAL GIS SOFTWARE MAINTENANCE	10,656.16
2/9/2023 EVERYTHING GROWS INTERIOR	INTERIOR PLANT CARE & MAINT. FEB 2023	212.69
2/9/2023 GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	100.00
2/9/2023 GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	100.00
2/9/2023 GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	375.00
2/9/2023 GROUP 4 ARCHITECTURE,	WORKSPACE PLANNING STUDY	4,064.00
2/9/2023 GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA - AUG 2022	1,480.00
2/9/2023 GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA - NOV 2022	3,431.76
2/9/2023 HEALTHEQUITY, INC.	HEALTHCARE-BENEFIT (JAN 2023) & COMMUTER (FEB 2023)	627.50
2/9/2023 KITTELSON & ASSOCIATES, INC.	ENGINEERING SERVICES - SEPT 2022	1,286.25
2/9/2023 KITTELSON & ASSOCIATES, INC.	DEVELOPMENT TRANSPORTATION REVIEW - NOV 2022	1,920.00
2/9/2023 LANLOGIC INC.	NSA SONICWALL SUPPORT	4,145.63
2/9/2023 MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS - NOV 2022	7,286.36

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2/9/2023 MATT KWONG	MILEAGE REIMBURSEMENT FOR DEC 2022	137.50
2/9/2023 M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	6,451.25
2/9/2023 NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK - DEC 2022	25,360.95
2/9/2023 NOVANI, LLC.	TRAFFIC ENGINEERING SOFTWARE SUPPORT - JAN 2023	3,000.00
2/9/2023 PAKPOUR CONSULTING GROUP,	CONSTRUCTION MGMT-DON BIDDLE COMM PARK - JAN 2023	24,932.50
2/9/2023 PG&E	TC1 3454 CENTRAL PKWY - NOV 2022	45.98
2/9/2023 PG&E	B6 SERVICE TO FSP 01/05/23	2,525.68
2/9/2023 PG&E	B10S SERVICE TO EGP 01/10/23	1,697.74
2/9/2023 PG&E	B6 SERVICE TO BRAY CMMN 01/10/23	94.77
2/9/2023 PG&E	B1 7341 ROSAMOND HILLS CT 01/05/2023	9.85
2/9/2023 PG&E	SERVICE TO IRRIG WEST	276.84
2/9/2023 PG&E	SERVICE TO FS17 01/05/2023	3,117.46
2/9/2023 PG&E	SERVICE TO 6795 DOUGHERTY 01/03/23	182.87
2/9/2023 PG&E	TC1 SERVICE TO DB 01/05/2023	73.04
2/9/2023 PG&E	TC1 SERVICE TO TASSAJARA 01/09/23	105.85
2/9/2023 PG&E	SERVICE TO FALLON TC 01/11/2023	108.33
2/9/2023 PG&E	TC-1 SERVICE TO DB 01/11/2023	94.08
2/9/2023 PG&E	LS2-A SERVICE TO 01/06/2023	1,773.84
2/9/2023 QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - FEB 2023	835.44
2/9/2023 QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - JAN 2023	631.39
2/9/2023 R. YOUNAN LLC	REC CLASS INSTRUCTOR	270.00
2/9/2023 RAJBIIR SINGH RR PIZZA INC	OFF SEASON BIRTHDAY PARTY PIZZAS (NOV & DEC 2022)	771.75
2/9/2023 RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK/INSPECTIONS	4,597.50
2/9/2023 SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT	1,500.00
2/9/2023 SKATESATIONAL	REC CLASS INSTRUCTOR	270.00
2/9/2023 SKATESATIONAL	REC CLASS INSTRUCTOR	270.00
2/9/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINT & REPAIR	125.49
2/9/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINT & REPAIR	624.14
2/9/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINT & REPAIR	134.79
2/9/2023 TREASURER ALAMEDA COUNTY	FUEL - NOV 2022	16,827.96
2/9/2023 TREASURER ALAMEDA COUNTY	FUEL - DEC 2022	18,463.79
2/9/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS - JAN 2023	31,135.24
2/9/2023 TRI-VALLEY TRANSPORT. COUNCIL	Q3 REMITTANCEFY21/22	345,314.45
2/9/2023 TYLER TECHNOLOGIES, INC.	EDEN UPGRADE CONSULTATION	600.00
2/9/2023 U.S. BANK	DUBLIN FINANCING AUTHORITY 2021 LEASE REVENUE BOND	3,000.00
2/9/2023 U.S. BANK CORPORATE PMT	PURCHASE CARD STATEMENT-DEC 2022	49,589.69
2/9/2023 WC3-WEST COAST CODE	IRON HORSE TRAIL BRIDGE SHOP SUBMITTAL - DEC 2022	285.00
2/9/2023 WESTEK SYSTEMS INC.	AMAG SOFTWARE MAINT & SUPPORT	750.00
2/9/2023 WORKBRIGHT	ANNUAL SOFTWARE SUBSCRIPTION (12/22-12/23)	9,720.00
	Payments Issued 2/9/2023 Total:	**905,760.75**
2/10/2023 DSRSD	SERVICE TO 1/14/2023	149.53
2/10/2023 DSRSD	SERVICE TO 1/14/2023	115.59
2/10/2023 DSRSD	SERVICE TO 1/14/2023	447.11
2/10/2023 DSRSD	SERVICE TO 1/14/2023	130.34
2/10/2023 DSRSD	SERVICE TO 1/14/2023	209.48
2/10/2023 DSRSD	SERVICE TO 1/14/2023	472.14
2/10/2023 DSRSD	SERVICE TO 1/14/2023	158.43

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2/10/2023 DSRSD	SERVICE TO 1/14/2023	209.63
2/10/2023 DSRSD	SERVICE TO 1/14/2023	2,999.36
2/10/2023 DSRSD	SERVICE TO 1/14/2023	799.23
2/10/2023 DSRSD	SERVICE TO 1/14/2023	242.26
2/10/2023 DSRSD	SERVICE TO 1/14/2023	54.57
2/10/2023 DSRSD	SERVICE TO 1/14/2023	102.79
2/10/2023 DSRSD	SERVICE TO 1/14/2023	136.73
2/10/2023 DSRSD	SERVICE TO 1/14/2023	59.57
2/10/2023 DSRSD	SERVICE TO 1/14/2023	59.57
2/10/2023 DSRSD	SERVICE TO 1/14/2023	203.85
2/10/2023 DSRSD	SERVICE TO 1/14/2023	501.40
2/10/2023 DSRSD	SERVICE TO 1/14/2023	2,459.23
2/10/2023 DSRSD	SERVICE TO 1/14/2023	683.94
2/10/2023 DSRSD	SERVICE TO 1/14/2023	143.13
2/10/2023 DSRSD	SERVICE TO 1/14/2023	59.57
2/10/2023 DSRSD	SERVICE TO 1/14/2023	59.57
	Payments Issued 2/10/2023 Total:	**10,457.02**
2/11/2023 UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - JAN 2023	10,820.23
	Payments Issued 2/11/2023 Total:	**10,820.23**
2/16/2023 A TASTEFUL AFFAIR CATERING	VRE CATERING	3,254.35
2/16/2023 ACTIVE NETWORKS, LLC	ACTIVE NETWORK RECREATION SOFTWARE SVCS FY22-23	44,200.00
2/16/2023 ADVANCED INTEGRATED PEST	PEST CONTROL SERVICES - JAN 2023	5,060.00
2/16/2023 ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT SVCS - DEC 2022	7,375.00
2/16/2023 ALAMEDA COUNTY FIRE	FIRE SERVICES FY22-23 JAN 2023	1,299,913.08
2/16/2023 ALGAE SOLUTIONS, INC.	ASURE ID (BADGING SW) ENTERPRISE ANNUAL LICENSES	2,573.95
2/16/2023 BAY ALARM COMPANY	ALARM SERVICES - THE WAVE - JAN 2023	395.00
2/16/2023 BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 -OCT 2022	825.00
2/16/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	68.19
2/16/2023 BLUETOAD, INC.	SPRING 2023 ACTIVITY GUIDE EDITS	47.15
2/16/2023 BRINKS, INC.	ARMORED CAR SERVICE	279.49
2/16/2023 CAL PERS	PERS RETIREMENT PLAN: PE 2/10/23	85,699.11
2/16/2023 COMCAST	CIVIC CENTER COMCAST 500M INTERNET	2,300.00
2/16/2023 CORODATA SHREDDING, INC.	SHRED BIN PICKUP JAN 2023	34.00
2/16/2023 DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - JAN 2023	13,343.70
2/16/2023 DUBMED	YOUTH ADVISORY COMMITTEE MINI GRANT AWARD	200.00
2/16/2023 EAST BAY REGIONAL PARK DIST	OPERATIONS & MAINT. OF THE TASSAJARA TRAIL JAN 2023	41,426.03
2/16/2023 ENGEO INC	FALLON CROSSING GHAD PROF SERVICES DEC 2022	2,864.75
2/16/2023 ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES DEC 2022	6,935.39
2/16/2023 ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES DEC 2022	6,252.60
2/16/2023 EOA, INC.	STORMWATER NPDES IMPLEMENTATION ASSISTANCE NOV 2022	3,332.75
2/16/2023 EOA, INC.	STORMWATER NPDES IMPLEMENTATION ASSISTANCE OCT 2022	14,873.25
2/16/2023 EOA, INC.	STORMWATER NPDES IMPLEMENTATION ASSISTANCE SEPT 2022	18,807.25
2/16/2023 EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	2,681.62
2/16/2023 EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	734.22
2/16/2023 EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	315.02
2/16/2023 GRAFIX SHOPPE	VEHICLE DECALS	134.00

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2/16/2023 GROUP 4 ARCHITECTURE,	WORKSPACE PLANNING STUDY	4,144.00
2/16/2023 INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 2/20/23	69,188.13
2/16/2023 ITERIS, INC.	TRAFFIC DETECT CAMERA-DOUGHERTY/MARIPOSA OCT 2022	10,020.22
2/16/2023 ITERIS, INC.	TRAFFIC DETECT CAMERAS-DOUGHERTY/MARIPOSA - OCT 2022	19,185.95
2/16/2023 KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES DEC 2022	2,080.50
2/16/2023 KIMLEY-HORN AND ASSOC. INC.	DEVELOPMENT TRANSPORTATION REVIEW - SEPT 2022	1,609.79
2/16/2023 KIMLEY-HORN AND ASSOC. INC.	DEVELOPMENT TRANSPORTATION REVIEW - OCT 2022	973.00
2/16/2023 KITTELSON & ASSOCIATES, INC.	ENGINEERING SVCS-LOCAL RD SAFETY PLAN DEC 2022	3,649.32
2/16/2023 LEAGUE OF CALIFORNIA CITIES	LEAGUE OF CA CITIES MEMBERSHIP 2023	22,569.00
2/16/2023 LEGAL ASSISTANCE FOR SENIORS	HUMAN SERVICE GRANT FY2022-23	948.45
2/16/2023 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	260.58
2/16/2023 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	4,715.42
2/16/2023 LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	1,120.00
2/16/2023 METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - JAN 2023	10,240.00
2/16/2023 MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS - DEC 2022	1,037.73
2/16/2023 OPEN HEART KITCHEN	HUMAN SERVICE GRANT FY2022-23	23,900.00
2/16/2023 PG&E	LS2-A DB	15,235.06
2/16/2023 PG&E	B6 A1F B1 IRRIGATION	2,679.85
2/16/2023 PG&E	SERVICE TO PSC 01/12/2023	8,692.63
2/16/2023 PG&E	LS2-A SERVICE TO 01/13/2023	68.58
2/16/2023 PG&E	LS2-A SERVICE TO CENTRAL 01/13/2023	9.80
2/16/2023 PG&E	LS2-A SERVICE TO GLEASON 01/13/23	14,424.52
2/16/2023 PG&E	SERVICE TO SR CTR 01/10/2023	2,716.41
2/16/2023 PG&E	SERVICE TO WAVE 01/05/2023	43,629.15
2/16/2023 PG&E	LS2-A SERVICE TO AVELLINA 01/11/23	280.69
2/16/2023 PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED	269.10
2/16/2023 PLAN JPA	GENERAL LIABILITY CLAIMS - DEC 2022	2,188.75
2/16/2023 PLAN JPA	GENERAL LIABILITY CLAIMS - OCT 2022	3,418.62
2/16/2023 PLAN JPA	GENERAL LIABILITY CLAIMS - SEP 2022	1,883.80
2/16/2023 PRECISION DYNAMICS	THE WAVE WATERPARK WRISTBANDS - RED	1,309.28
2/16/2023 PRECISION DYNAMICS	WATERPARK WRISTBANDS: YELLOW, GREEN, PINK	2,094.84
2/16/2023 PRECISION DYNAMICS	WATERPARK '23 WRISTBANDS: PURPLE	960.14
2/16/2023 REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	990.00
2/16/2023 REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	624.00
2/16/2023 SHADEUSA	SPORT POOL, BOARDWALK, SPLASH ZONE UMBRELLA BASES	4,782.81
2/16/2023 SHAPE (STUDENT HEALTH	YOUTH ADVISORY COMMITTEE MINI GRANT AWARD	450.00
2/16/2023 SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS - OCT 2022	9,022.50
2/16/2023 SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS -NOV 2022	1,504.25
2/16/2023 SPECIAL EVENTS	SPECIAL EVENT EQUIPMENT RENTAL	6,098.37
2/16/2023 SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT	2,199.60
2/16/2023 TEENS UNITE FOR EDUCATION	YOUTH ADVISORY COMMITTEE MINI GRANT AWARD	350.00
2/16/2023 THOMSON REUTERS - WEST	PENAL CODE BOOKS	759.64
2/16/2023 T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 1/20/23	683.62
2/16/2023 TREASURER ALAMEDA COUNTY	LATENT FINGERPRINT	393.05
2/16/2023 TREASURER ALAMEDA COUNTY	PARKING CITATIONS	1,282.00
2/16/2023 TREASURER ALAMEDA COUNTY PW	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE NOV 2022	20,991.68
2/16/2023 TRI-SIGNAL INTEGRATION INC	C152888 -FIRE ALARM TESTING LIBRARY - FEB - APR 2023	323.75
2/16/2023 TRI-SIGNAL INTEGRATION INC	C152954 -FIRE ALARM TESTING FS16,17,18 FEB - APR 2023	126.00

2/16/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - SERVICES DEC 2022	22,217.83
2/16/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - SERVICES - JAN 2023	22,217.83
2/16/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES DEC 2022	3,486.19
2/16/2023 UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER - JAN 2023	726.38
2/16/2023 UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER - SEPT 2022	726.38
2/16/2023 UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER - OCT 2022	726.38
2/16/2023 UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER - NOV 2022	726.38
2/16/2023 UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER - DEC 2022	726.38
2/16/2023 UNIVERSAL BUILDING SERVICES &	CARPET & WINDOW CLEANING SERVICES- CIVIC - JAN 2023	600.47
2/16/2023 UNIVERSAL BUILDING SERVICES &	CARPET & WINDOW CLEANING SERVICES -SHANNON - JAN 2023	1,211.55
2/16/2023 UNIVERSAL BUILDING SERVICES &	CARPET & WINDOW CLEANING SERVICES - WAVE JAN 2023	591.98
2/16/2023 UNIVERSAL BUILDING SERVICES &	WINDOW CLEANING SERVICES - WAVE - JAN 2023	1,697.44
2/16/2023 UNIVERSAL BUILDING SERVICES &	CARPET & WINDOW CLEANING SERVICES LIBRARY JAN 2023	2,583.29
2/16/2023 VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JAN 2023	1,931.61
2/16/2023 WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	880.00
	Payments Issued 2/16/2023 Total:	**1,951,059.57**
2/17/2023 EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 2/10/23	21,249.91
	Payments Issued 2/17/2023 Total:	**21,249.91**
2/21/2023 ANASTASIA NELSON	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 BRIDGET AMAYA	WELLREIMB JULY-DEC 2022	130.01
2/21/2023 CIERRA L. FABRIGAS	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 DANIELLE MUTHER	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 DARLYNN HAAS	WELLREIMB JULY-DEC 2022	50.00
2/21/2023 DEBBIE BELL	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 EMILY DETERMAN	WELLREIMB JULY-DEC 2022	89.00
2/21/2023 FELICIA ESCOVER	WELLREIMB JULY-DEC 2022	100.00
2/21/2023 FRESHTA PIRZADA	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 GASPARE ANNIBALE	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 HAZEL WETHERFORD	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 HEALTHEQUITY, INC.	HEALTHEQUITY: PE 2/10/23	4,322.10
2/21/2023 I C M A 401 PLAN	DEFERRED COMP 401A: PE 2/10/23	1,316.87
2/21/2023 I C M A 457 PLAN	DEFERRED COMP 457: PE 2/10/23	31,017.77
2/21/2023 JACQUI HATZIKOKOLAKIS	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JANICE SPULLER	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JAY BAKSA	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JEFF BAKER	WELLREIMB JULY-DEC 2022	69.00
2/21/2023 JENNIFER LI MARZI	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JENNIFER MENDEZ	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JILL JOHE	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JOHN STEFANSKI	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 JORDAN FOSS	WELLREIMB JULY-DEC 2022	132.00
2/21/2023 JUDITH MILLER	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 KA WUN YIP	WELLREIMB JULY-DEC 2022	120.00
2/21/2023 LAUREN MARRIOTT	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 LAURIE RITH-CHAN	WELLREIMB JULY-DEC 2022	75.00
2/21/2023 LAURIE SUCGANG	WELLREIMB JULY-DEC 2022	150.00

2/21/2023 LISA HISATOMI	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 MARISSA CLEVENGER	WELLREIMB JULY-DEC 2022	83.00
2/21/2023 MARSHA MOORE	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 MEAGAN C. HANNA	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 MICHELLE SUNG	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 NICOLE WANZENRIED	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 NORMAN VALES	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 OLIVER CASTILLO	WELLREIMB JULY-DEC 2022	107.94
2/21/2023 PRATYUSH BHATIA	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 RENUKA DHADWAL	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 RHONDA FRANKLIN	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 ROEL BLANCO	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 ROSEMARY ALEX	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 RYAN MORAN	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 SANDRA CAIRES	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 SARAH MONNASTES	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 SHARLENE JACKMAN	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 TYLER PHILLIPS	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 US BANK - PARS	PARS: PE 2/10/23	3,189.34
2/21/2023 VERONICA BRIGGS	WELLREIMB JULY-DEC 2022	150.00
2/21/2023 WILLIAM WAHBEH	WELLREIMB JULY-DEC 2022	145.00
2/21/2023 WING YEE LAM	WELLREIMB JULY-DEC 2022	97.86
2/21/2023 YVONNE L. TAYLOR	WELLREIMB JULY-DEC 2022	150.00
	Payments Issued 2/21/2023 Total:	**46,294.89**

2/23/2023 4LEAF INC.	BUILDING INSPECTION & PLAN REVIEW SERV. JAN 2023	55,818.50
2/23/2023 A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS SCHIFANO & ABDON	113.10
2/23/2023 A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS EVERS	67.32
2/23/2023 A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS KILGORE, WATSON, TAMBAR	144.28
2/23/2023 AECOM TECHNICAL SERVICES, INC.	CEQA PREP FOR HEXCEL REDEV	17,857.50
2/23/2023 AECOM TECHNICAL SERVICES, INC.	CEQA PREP FOR HEXCEL REDEV	36,900.50
2/23/2023 ALAMEDA COUNTY FIRE	FIRE SERVICES FY22-23 DEC 2022	1,219,440.84
2/23/2023 ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	16,736.51
2/23/2023 AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - JAN 2023	28,809.23
2/23/2023 AMY'S ENGRAVED SIGNS & AWARDS	COUNCIL CHAMBER NAMEPLATE - WAHIDA RASHID	54.57
2/23/2023 ANASTASIA NELSON	2022 EMPLOYEE RECOGNITION CASH AWARD - 15 YEARS	600.00
2/23/2023 ANGELICA SMITH	2022 EMPLOYEE RECOGNITION CASH AWARD - 15 YEARS	600.00
2/23/2023 ANTHONY CALVO	MILEAGE REIMBURSEMENT FOR JANUARY 2023	112.79
2/23/2023 APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD	1,985.00
2/23/2023 APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD	18,925.62
2/23/2023 APWA-AMERICAN PUBLIC WORK	MEMBERSHIP DUES - NEW EMPLOYEES	658.95
2/23/2023 AT&T	SERVICE TO WAVE 01/12/23	92.92
2/23/2023 AT&T	SERVICE TO WAVE 02/12/2023	92.92
2/23/2023 AT&T	SERVICE TO 800 01/12/2023	0.05
2/23/2023 AT&T	SERVICE TO 800 02/12/2023	0.01
2/23/2023 AT&T	SERVICE TO SHANNON 01/12/2023	206.99
2/23/2023 AT&T	SERVICE TO SHANNON 02/12/2023	206.99
2/23/2023 AT&T	SERVICE TO SR ALARM 01/12/2023	165.69

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2/23/2023 AT&T	SERVICE TO SR ALARM 02/12/2023	165.69
2/23/2023 AT&T	SERVICE TO CIVIC 01/12/23	100.43
2/23/2023 AT&T	SERVICE TO CIVIC 02/12/2023	100.43
2/23/2023 AT&T	SERVICE TO LIBRARY 911 01/14/2023	24.50
2/23/2023 AT&T	SERVICE TO LIBRARY 911 02/14/2023	24.49
2/23/2023 AT&T	SERVICE TO CY 01/14/2023	47.32
2/23/2023 AT&T	SERVICE TO CY 02/14/2023	47.30
2/23/2023 AT&T	SERVICE TO CY FAX 01/14/2023	24.50
2/23/2023 AT&T	SERVICE TO CY FAX 02/14/2023	24.49
2/23/2023 AT&T	SERVICE TO PSC FIRE ALARM 01/14/2023	47.32
2/23/2023 AT&T	SERVICE TO PSC FIRE ALARM 02/14/2023	47.30
2/23/2023 AT&T	SERVICE TO FSP FAX 01/14/2023	47.32
2/23/2023 AT&T	SERVICE TO FSP FAX 02/14/2023	47.30
2/23/2023 AT&T	SERVICE TO PSC POLICE 01/14/2023	24.50
2/23/2023 AT&T	SERVICE TO PSC POLICE 02/14/2023	24.49
2/23/2023 AT&T	SERVICE TO FS18 01/14/2023	70.14
2/23/2023 AT&T	SERVICE TO FS18 02/14/2023	70.11
2/23/2023 AT&T	SERVICE TO CY 01/14/2023	229.50
2/23/2023 AT&T	SERVICE TO CY 02/14/2023	229.49
2/23/2023 AT&T	SERVICE TO BLDG INSP 01/14/2023	24.50
2/23/2023 AT&T	SERVICE TO BLDG INSP 02/14/2023	24.49
2/23/2023 AT&T	SERVICE TO ELEVATOR 01/14/2023	92.96
2/23/2023 AT&T	SERVICE TO FS2-3 01/26/2023	320.80
2/23/2023 AT&T	SERVICE TO SHANNON FAX 01/27/2023	24.68
2/23/2023 AT&T	SERVICE TO FS16 01/27/2023	47.68
2/23/2023 AT&T	SERVICE TO CIVIC 01/27/2023	24.68
2/23/2023 AT&T	CLARK AVE 01/27/2023	21.12
2/23/2023 AT&T	CVC AT&T IPFLEX ASE LINE	618.83
2/23/2023 AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
2/23/2023 AT&T	PSC 600M INTERNET AND VOIP SERVICES	2,058.83
2/23/2023 AT&T	VOIP PUBLIC SAFETY COMPLEX	405.14
2/23/2023 AT&T	PSC INTERNET DATA SERVICES THROUGH 1/18/23	1,754.27
2/23/2023 AT&T	PSC TOLL-FREE NUMBER FINAL BILL	17.16
2/23/2023 AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
2/23/2023 AT&T	PSC 600M INTERNET & VOIP SERVICES	2,058.83
2/23/2023 AT&T	CVC AT&T IPFLEX VOIP LINE	618.83
2/23/2023 AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350	24.49
2/23/2023 BAY ALARM COMPANY	ALARM SERVICES - HERITAGE - FEB 2023	158.08
2/23/2023 BAY ALARM COMPANY	ALARM SERVICES -THE WAVE - MAR 2023	11.00
2/23/2023 BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - JAN 2023	373.52
2/23/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	129.99
2/23/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	391.64
2/23/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	3,262.35
2/23/2023 BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	177.05
2/23/2023 CALEHS	22-096 DESIGNATED UST OPERATOR INSP. SVCS JAN 2023	300.00
2/23/2023 CALIFORNIA BUILDING OFFICIALS	STATE LAWS ENFORCED BY BUILDING DEPARTMENTS - QTY 2	339.25
2/23/2023 CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	140.00
2/23/2023 CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	424.76

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2/23/2023 CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	445.24
2/23/2023 CDW GOVERNMENT INC	ADOBE SUBSCRIPTION ANNUAL RENEWAL	11,482.46
2/23/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	96.00
2/23/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	57.60
2/23/2023 CHRISTINE PETIT	REC CLASS INSTRUCTOR	86.40
2/23/2023 CITY OF SAN RAMON	TRI-VALLEY CITIES COUNCIL DINNER MEETING FEE	400.00
2/23/2023 CIVICPLUS, LLC	ANNUAL HOSTING FEE SOFTWARE	27,911.66
2/23/2023 CONVERGEONE, INC. NW 5806	PHONE SYSTEM MAINTENANCE	214.62
2/23/2023 CONVERGEONE, INC. NW 5806	CISCO SIP ROUTER FOR CIVIC CENTER	878.40
2/23/2023 CRYSTAL BAY DEVELOPMENT LLC	DV BALANCE REFUND DV0250	15,332.97
2/23/2023 DUBLIN CHEVROLET	2023 CHEVROLET MALIBU	25,324.26
2/23/2023 DYLAN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT FOR JAN 2023	108.13
2/23/2023 DYLAN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT FOR DEC 2022	113.32
2/23/2023 ELIZABETH ELLIOTT	MILEAGE REIMBURSEMENT FOR JAN 2023	27.05
2/23/2023 ENGEO INC	FALLON CROSSING GHAD PROF SERVICES 1/31/23	254.25
2/23/2023 ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES 1/31/23	7,754.35
2/23/2023 ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES 1/31/2023	4,324.20
2/23/2023 ENTERPRISE RENT A CAR EAN	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	494.68
2/23/2023 EPACT NETWORK LTD	EPACT SOFTWARE	7,000.00
2/23/2023 EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	148.48
2/23/2023 FOUNTAINHEAD INC	DV BALANCE REFUND DV0049	7,150.17
2/23/2023 GARDENERS OF THE GALAXY	YOUTH ADVISORY COMMITTEE MINI GRANT AWARD	1,500.00
2/23/2023 GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	125.00
2/23/2023 GOVERNMENTJOBS.COM	RECRUITMENT SOFTWARE SETUP AND SUBSCRIPTION FEE	5,765.00
2/23/2023 HOLT CONSTRUCTION INC	DV BALANCE REFUND DV0256	1,723.20
2/23/2023 INTEGRA PLANNING & LANDSCAPE	LANDSCAPE PLAN CHECK & INSPECTIONS	405.00
2/23/2023 IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
2/23/2023 JACQUI HATZIKOKOLAKIS	2022 EMPLOYEE RECOGNITION CASH AWARD - 15 YEARS	600.00
2/23/2023 JENNIFER JOHNSON	MILEAGE REIMBURSEMENT FOR JAN 2023	22.47
2/23/2023 JENNIFER JOHNSON	MILEAGE REIMBURSEMENT FOR JUL 2022	1.17
2/23/2023 KAN XU	DEV GROUP MEMBERSHIP & DUES	180.00
2/23/2023 KEYSER MARSTON ASSOCIATES,	REAL ESTATE CONSULTING SERVICES	51.45
2/23/2023 KIMLEY-HORN AND ASSOC. INC.	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT	103.01
2/23/2023 LEAGUE OF CALIFORNIA CITIES	EAST BAY MEMBERSHIP DUES & MEETINGS	500.00
2/23/2023 LEHR AUTO	POLICE VEHICLE MAINT & REPAIRS	158.76
2/23/2023 LEHR AUTO	EQUIP AND INSTALL 23D39 2023 CHEVY MALIBU	7,657.81
2/23/2023 LOGOBOSS	COMMUNITY PROMOTION SUPPLIES	2,664.64
2/23/2023 LSA ASSOCIATES INC.	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV	1,853.25
2/23/2023 LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	12,162.37
2/23/2023 MELINDA MAYS	DV BALANCE REFUND DV0311	2,111.31
2/23/2023 M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	5,333.75
2/23/2023 MICHAEL BAKER INT'L, INC.	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING	7,672.50
2/23/2023 NICOLE WANZENRIED	MILEAGE REIMBURSEMENT FOR JAN 2023	23.58
2/23/2023 PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	12,396.00
2/23/2023 PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	6,787.50
2/23/2023 PG&E	B1 IRRIG 2979 THREE CASTLES 01/26/2023	17.57
2/23/2023 PG&E	B10S SERVICE TO CIVIC CENTER 01/12/2023	15,291.92
2/23/2023 PG&E	B1 SERVICE TO CORP YARD 01/30/2023	1,995.72

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2/23/2023 PG&E	SERVICE TO SHANNON CENTER 01/30/2023	1,029.62
2/23/2023 PG&E	B6 SERVICE TO SCH RNCH PARK 01/29/2023	205.20
2/23/2023 PG&E	B1 SERVICE TO PASSATEMPO 01/24/2023	80.84
2/23/2023 PG&E	B1 SERVICE TO SEAN DIAMOND 01/26/2023	182.55
2/23/2023 PG&E	B1 SERVICE TO POSITANO IRRIG 01/30/2023	110.16
2/23/2023 PG&E	SERVICE TO ART LIGHTING AVB 12/22/22	510.45
2/23/2023 PG&E	A6 SERVICE TO FS17 02/05/23	2,711.98
2/23/2023 PG&E	TC1 SERVICE TO FALLON 01/25/2023	70.86
2/23/2023 PG&E	TC1 SERVICE TO FALLON 01/25/2023	79.47
2/23/2023 PG&E	TC1 SERVICE TO 6795 DOUGHERTY 02/01/2023	166.41
2/23/2023 PG&E	TC1 SERVICE TO AVB 01/27/2023	62.71
2/23/2023 PG&E	TC1 SERVICE TO POSITANO 01/31/2023	307.37
2/23/2023 PG&E	TC1 SERVICE TO DB 02/03/23	72.24
2/23/2023 PG&E	LS2-A SERVICE TO AVB 01/31/2023	1,214.67
2/23/2023 PG&E	LS2-A SERVICE TO 02/06/23	1,870.35
2/23/2023 PG&E	SERVICE TO WAVE 02/05/23	50,565.71
2/23/2023 PG&E	B1 SERVICE TO PSC 01/12/2023	4,540.44
2/23/2023 PG&E	SERVICE TO FS18 01/10/2023	2,030.23
2/23/2023 PG&E	SERVICE TO LIBRARY 12/29/2022	5,135.67
2/23/2023 PLEASANTON EVENT RENTALS INC	LINEN CLEANING - SENIOR CENTER RENTAL	248.76
2/23/2023 PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	67.22
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - JAN 2023	85.98
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - JAN 2023	70.40
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC-PD - JAN 2023	50.59
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC - JAN 2023	94.93
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - THE WAVE - JAN 2023	58.63
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - JAN 2023	85.98
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR - JAN 2023	91.75
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - JAN 2023	49.97
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - JAN 2023	70.40
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC - FEB 2023	50.59
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC FEB 2023	94.93
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - THE WAVE - FEB 2023	58.63
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - FEB 2023	85.98
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CENTER - FEB 2023	91.75
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - FEB 2023	49.97
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - FEB 2023	70.40
2/23/2023 PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC-PD - FEB 2023	50.59
2/23/2023 QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - FEB 2023	148.84
2/23/2023 RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS 16 - FEB 2023	225.40
2/23/2023 RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS 18 - FEB 2023	194.35
2/23/2023 RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - FS 17 - FEB 2023	247.00
2/23/2023 ROSEMARY ALEX	2022 EMPLOYEE RECOGNITION CASH AWARD - 20 YEARS	800.00
2/23/2023 RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK/INSPECTIONS	3,168.75
2/23/2023 RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	2,062.50
2/23/2023 SCA OF CA LLC	STREET SWEEPING SERVICES - SEP 2022	22,181.67
2/23/2023 SCA OF CA LLC	STREET SWEEPING SERVICES - OCT 2022	22,181.67
2/23/2023 SELECT IMAGING	NAME BADGE - WASHID WAHIDA PLANNING COMISSION	19.35

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2/23/2023 SELECT IMAGING	STOP WORK ORDER FORMS FOR BUILDING INSP - QTY. 500	397.69
2/23/2023 SELECT IMAGING	NAME TAGS FOR HCA COMMISSIONERS	102.81
2/23/2023 SELECT IMAGING	NAME TAGS FOR HUMAN SERVICES COMMISSIONERS	123.37
2/23/2023 SERRIE PADUA	2022 EMPLOYEE RECOGNITION CASH AWARD - 10 YEARS	500.00
2/23/2023 SHAMROCK OFFICE SOLUTIONS,	CITY COPIER & PRINTER MAINTENANCE SVCE	1,331.27
2/23/2023 SHAMROCK OFFICE SOLUTIONS,	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
2/23/2023 SHARP BUSINESS SYSTEMS	USERFUL ENTERPRISE SUBSCRIPTION PACKAGE (1 YEAR)	7,335.00
2/23/2023 SHAUN M CHILKOTOWSKY	2022 EMPLOYEE RECOGNITION CASH AWARD - 10 YEARS	500.00
2/23/2023 SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES FOR JAN 2023	843.75
2/23/2023 SIERRA DISPLAY, INC.	CITY-WIDE & MILITARY BANNER PROGRAM	2,652.00
2/23/2023 STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINTENANCE & REPAIR	336.99
2/23/2023 SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN - NOV 2022	7,003.30
2/23/2023 SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN - DEC 2022	8,793.75
2/23/2023 TAYLOR OSMER	MILEAGE REIMBURSEMENT FOR JAN 2023	7.34
2/23/2023 TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD	292.23
2/23/2023 TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD	170.15
2/23/2023 TERRYBERRY ACCT#1-124711	EMPLOYEE SERVICE AWARD	186.51
2/23/2023 THE CITIES GROUP A JOINT	CITIES GROUP INVOICE 1/01/2023 TO 3/31/2023	622.30
2/23/2023 TIMOTHY EISLER	2022 EMPLOYEE RECOGNITION CASH AWARD - 20 YEARS	800.00
2/23/2023 TRB AND ASSOCIATES, INC.	PLAN REVIEW AND INSPECTION SERVICES JAN 2023	38,450.00
2/23/2023 TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	404.61
2/23/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - EXTRA DEC 2022	6,932.95
2/23/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - EXTRA SERVICES - JAN 2023	6,447.13
2/23/2023 TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES - JAN 2023	4,103.44
2/23/2023 UNIVERSAL BUILDING SERVICES &	CARPET & WINDOW CLEANING SERVICES - PSC - JAN 2023	850.00
2/23/2023 VERIZON WIRELESS	MONTHLY CHARGES	3,494.40
2/23/2023 VERIZON WIRELESS	MONTHLY CHARGES	1,357.40
2/23/2023 WC3-WEST COAST CODE	PLAN REVIEW FOR JAN 2023	36,850.00
2/23/2023 WESCO GRAPHICS INC	ACTIVITY GUIDE & CITY REPORTS PRINTING	8,567.98
2/23/2023 WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	2,035.00
2/23/2023 WING YEE LAM	TRAINING REIMBURSEMENT - CPE COURSE	199.00
2/23/2023 ZARIAN PETITHOMME	MILEAGE REIMBURSEMENT FOR JAN 2023	212.09
	Payments Issued 2/23/2023 Total:	**1,883,464.55**

Grand Total for Payments Dated 2/1/2023 through 2/28/2023: 7,512,689.93

Total Number of Payments Issued: 310

Agenda Item 4.8

STAFF REPORT

CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Badawi & Associates for Financial Auditing Services
Prepared by: Wendy Lam, Senior Accountant

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Badawi & Associates for annual financial auditing services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement with Badawi & Associates for Financial Auditing Services.

FINANCIAL IMPACT:

The total cost for five years will not exceed $284,870, which includes a base amount of $264,870 and $20,000 in contingency funds for potential special program audits. The first year's contract cost is included in Fiscal Year 2022-23 Adopted Budget, while future costs will be included in each respective annual budget.

DESCRIPTION:

The City's current auditor, Badawi & Associates, located in Berkeley, has provided audit services to the City of Dublin for the past five years. The City has been well-served by Badawi's team of professionals and has produced complete, accurate, award-winning annual financial reports. However, best practices established for public agency finance recommend that agencies periodically review the provision of these professional services.

A Request for Proposal (RFP) for professional auditing services was issued on November 1, 2022. The RFP was published on the City website and the California Society of Municipal Finance Officers website. The City received proposals from the following four qualified firms:

- Badawi & Associates

- Lance, Soll & Lunghard, LLP
- Maze & Associates
- Vasquez & Company LLP

The proposals were reviewed by an Evaluation Committee comprising City Staff. The evaluation and selection of the audit firm was based on the following criteria:

- Responsiveness of the proposal in clearly stating and understanding of the work to be performed
- Technical experience of the firm
- Qualification of the audit team
- Size and structure of the firm
- Quality and completeness of the proposal
- Proposed hours and costs

Based on the evaluation process, Staff recommends continuing to contract with Badawi & Associates. To provide for a fresh review of the City's finances, the partner who oversaw and managed the City's past five-year contract will be rotated to another assignment and an alternate partner will be assigned to the City's new contract.

As part of the audit engagement, the following scope of services will be provided by Badawi & Associates on an annual basis:

- Annual Comprehensive Financial Report (ACFR)
- Single Audit Report (if the City has expenditures from Federal resources that exceed $750,000)
- Special Purpose Audits (Required by Alameda County Transportation Commission)
- Appropriation (Gann) Limit Report
- State Controller's Cities Financial Transactions Report
- Dublin Financing Authority's State Controller's Report
- State Controller's Annual Street Report
- Other Auditor Reports ("Management Letter" that includes recommendations for improvements in internal control and accounting procedures)

Badawi & Associates has presented a total not-to-exceed cost proposal which begins at $49,930 in the first year and would reach $56,095 in the fifth year. The following table displays the components of the fees proposed. In the case of Single Audit, if the City does not meet the expenditure threshold requirement, the cost would not be incurred. All other work is expected to occur on an annual basis.

Annual Audit Work Cost

Service	FY2023	FY2024	FY2025	FY2026	FY2027
City Audit and related reports (ACFR)	$31,220	$32,275	$33,055	$33,980	$34,945
Single Audit (if required)	3,100	3,200	3,295	3,400	3,380

Special Purposes Audit Related Reports (Measure B, Measure BB, and VRF)	10,020	10,170	10,500	10,755	11,145
GANN Limit Agreed-upon Procedures	600	640	670	705	745
State Controller's Report	2,070	2,015	2,130	2,160	2,165
Dublin Financing Authority's State Controller's Report	1,630	1,735	1,835	1,940	2,060
State Controller's Street Report	1,290	1,375	1,460	1,550	1,655
Total	**$49,930**	**$51,410**	**$52,945**	**$54,490**	**$56,095**

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Consulting Services Agreement with Badawi & Associates for Financial Auditing Services
2) Exhibit A to the Resolution - Consulting Services Agreement Between the City of Dublin and Badawi & Associates

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONSULTING SERVICES AGREEMENT WITH BADAWI & ASSOCIATES FOR FINANCIAL AUDITING SERVICES

WHEREAS, the City desires to annually have an independent audit of its financial reports; and

WHEREAS, best practices in municipal finance recommend that periodically agencies should evaluate options available for the provision of audit service; and

WHEREAS, the City issued a Request for Proposals and received four responses; and

WHEREAS, a committee comprising City staff reviewed the proposals and recommended awarding the contract to Badawi & Associates, the City's most recent audit firm; and

WHEREAS, Badawi & Associates provided a not-to-exceed fee proposal of $264,870 to complete City audits and specified financial reporting for a five-year period (one three-year agreement with two one-year extensions); and

WHEREAS, City Staff recommends an additional $20,000 in contingency for additional audit programs not listed in the scope of services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager to execute the agreement with Badawi & Associates and up to two one-year extensions to this agreement (attached hereto as **Exhibit A**), in a contract amount not to exceed $284,870 for a five-year period, which will be paid in annual increments described in **Exhibit A**.

{Signatures on the following page}

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND BADAWI & ASSOCIATES FOR AUDIT SERVICES

THIS AGREEMENT for audit consulting services is made by and between the City of Dublin ("City") and Badawi & Associates ("Consultant") (together sometimes referred to as the "Parties") as of March 21, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on January 31, 2026, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended for 2 one-year extensions upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 [Intentionally Deleted].

1.6 [Intentionally Deleted].

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Section 2. COMPENSATION. City hereby agrees to pay Consultant as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Notwithstanding the foregoing, an additional $20,000 in contingency is available for additional audit programs not listed in Exhibit B, but only with the City Manager's prior approval, for a total not to exceed amount of $284,870. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit D, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

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- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **[Intentionally Deleted]**.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **[Intentionally Deleted]**.

2.6 **[Intentionally Deleted]**.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

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required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

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a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

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d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

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4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or

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regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** Unless such property is proprietary nature, all reports, data, maps, models, charts, studies, surveys, photographs,

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records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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10.10 **Notices.** Any written notice to Consultant shall be sent to:

Badawi & Associates
Attn: Ahmed Badawi
2855 Telegraph Avenue, Suite 312
Berkeley, CA 94705
Phone: (510) 768-8244
Fax: (510) 768-8249
Email: abadawi@b-acpa.com

Any written notice to City shall be sent to:

City of Dublin
Attn: Administrative Services Director
100 Civic Plaza
Dublin, CA 94568

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	Proposal

10.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

BADAWI & ASSOCIATES

DocuSigned by:
Ahmed Badawi
3DF77966AC314DD...

Ahmed M. Badawi, Partner

Consultant's DIR Registration Number
(if applicable)

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

As presented in the response to the Request For Proposal submitted by Badawi & Associates dated November 30, 2022, Badawi & Associates shall provide annually the following services at the fixed not-to-exceed price shown in Exhibit B.

1. **Comprehensive Annual Financial Report (CAFR)**

   As part of the base scope of work, the auditor will be required to prepare the general purpose financial statements and combining statements for the City's Comprehensive Annual Financial Report (CAFR). The auditor will express an opinion on the basic financial statements in accordance with established accounting standards.

2. **Single Audit Report**

   In the event that the City has expenditures from Federal sources that exceed $750,000, a Single Audit shall be performed in accordance with the provisions of the Single Audit Act issued by the Federal government.

3. **Special Purpose Audits**

   Preparation of financial and compliance audits required by Alameda County Transportation Commission, such as Measure B/BB (transportation sales tax), Measure F (vehicle registration fee), and Transportation Development Act programs.

4. **Appropriation (GANN) Limit Report**

   Annually the City must obtain a report prepared by Consultant based on agreed upon auditing procedures related to the City's GANN Limit in compliance with Proposition 111, Article XIII B – review of Appropriation Limit Calculation.

5. **State Controller's Reports**

   Consultant will prepare and submit to the State Controller the "Annual Report of City Financial Transactions" and the "Annual Streets and Highways Report".

6. **Other Auditor Reports**

   Consultant will issue as deemed appropriate a separate "Management Letter" that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions.

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The full response made by Consultant to the Request for Proposal shall be incorporated by reference in fully describing the work schedule and performance of tasks by the Consultant (Exhibit D).

The scope of services is for auditing and financial report preparation over a five-year period. The term of the agreement is for three years with the option of two one-year extensions.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

The following is the not-to-exceed compensation by scheduled tasks to be performed annually as described in the Scope of Services.

Annual Cost by Task

Tasks	FY2023	FY2024	FY2025	FY2026	FY2027
City Audit and related reports (CAFR)	31,220	32,275	33,055	33,980	34,945
Single Audit (if required)	3,100	3,200	3,295	3,400	3,380
Special Purposes Audit Related Reports (Measure B, Measure BB, VRF, and TDA)	10,020	10,170	10,500	10,755	11,145
GANN Limit	600	640	670	705	745
State Controller's Report	2,070	2,015	2,130	2,160	2,165
Dublin Financing Authority's State Controller's Report	1,630	1,735	1,835	1,940	2,060
State Controller's Street Report	1,290	1,375	1,460	1,550	1,655
Total for Fiscal Year (not to exceed)*	**$49,930**	**$51,410**	**$52,945**	**$54,490**	**$56,095**

* Pricing include printing and binding all City reports and providing PDF files for web posting

Hourly Rates

The following rates are applicable should the City require additional services that are agreed to in writing prior to being performed and are beyond the fixed price Scope of Services above.

Position	FY2023	FY2024	FY2025	FY2026	FY2027
Partner	$160	$170	$170	$170	$170
Auditor Senior	$100	$100	$115	$125	$130
Professional Audit Staff	$80	$90	$90	$95	$105
Administrative Assistant	$70	$75	$85	$90	$100

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EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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EXHIBIT D

PROPOSAL

Please see attached.

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Exhibit D

City of Dublin

TECHNICAL PROPOSAL

For Professional Auditing Services for the City of Dublin
For fiscal years ending June 30, 2023 through 2027.

November 30, 2022

Contact Person:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
2855 Telegraph Avenue, Suite 312
Berkeley, CA 94705
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com

BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

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City of Dublin

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BADAWI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

November 30, 2022

Wendy Lam
Senior Accountant
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Dear Wendy Lam:

Badawi & Associates (B&A), Certified Public Accountants (the "Firm") is pleased to have the opportunity to respond to your request for a proposal to provide external audit services and to submit its qualifications to perform an independent audit of the financial statements of the City of Dublin (the "City") for the fiscal years ending June 30, 2023 through 2027. The objective of our audits is to issue opinions regarding the fairness of presentation of the financial position of the City in accordance with generally accepted accounting principles. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Accountability Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984, as amended in 1996, and the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations, Uniform Administrative Requirements, as well as any other applicable federal, state, local or programmatic audit requirements.

We will also perform the following as part of our engagement:

- Single Audit
- Measure B Audit
- Measure BB Audit
- Measure F Audit
- GANN Limit Agreed-upon Procedures
- City's State Controller's Report
- Dublin Financing Authority's State Controller's Report
- Annual Street Report

We will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information. In addition, we will prepare the management letter containing comments and recommendations regarding our review and evaluation of the systems of internal control and accounting procedures.

This proposal will highlight the background of the partners and staff assigned to the engagement, summarize our experience in the governmental area, and describe our approach to auditing the City.

This proposal demonstrates our ability to render the quality examination and to perform the necessary accounting and auditing services requested by the City on a timely basis.

As a partner of the Firm, I will be the primary contact for negotiation of the contract. Additionally, I have been authorized to legally bind the Firm. You may contact me at the following address and phone number:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
2855 Telegraph Avenue, Suite 312
Berkeley, CA 94705
Telephone: (510)768-8244
E-mail: abadawi@b-acpa.com

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We are committed to performing the required work, completing the audit, and issuing the necessary auditors' reports.

We believe we are the best qualified to perform the audit because our audit staff includes individuals well versed in municipal auditing and reporting requirements. We have performed auditing and consulting engagements for numerous cities throughout California. We will be responsive to the needs of the City, we understand the City's operational environment, and pledge to you our complete commitment to providing a quality product that meets the City's requirements.

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's office operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies and disruptions are kept to a minimum. In addition, we perform almost half of the audit tasks during the interim phase to minimize any unforeseen delays during the year-end phase and to ensure a smooth and timely audit process.

The Firm maintains liability insurance coverage for professional liability, Workers' Compensation, Comprehensive General Liability and Auto as part of our comprehensive insurance policy.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

This proposal is a firm and irrevocable offer for 180 days.

We are confident that you will find our organization offers the required expertise, technical knowledge, and business understanding to perform an audit of the City. Our past experience provides us with a thorough understanding of the needs and requirements of the City, as well as the technical knowledge to perform such services in accordance with the accounting and auditing guidelines as published by the various authoritative entities.

We welcome your inquiries and look forward to further discussions with you.

Sincerely,



Ahmed Badawi
Partner
Badawi & Associates
Certified Public Accountants

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Firm Qualifications and Experience

Independence

The Firm is independent of the City of Dublin as defined by the GAO's Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and the AICPA and California State Society of Certified Public Accountants as promulgated in various auditing and professional standards.

Insurance

The Firm maintains professional liability insurance and other coverage as part of our comprehensive insurance policy. Upon selection as the City's independent auditor, the Firm and our insurance provider will provide a certificate of insurance to the City which shows the minimum requirements identified by City have been met.

License to Practice in California

The Firm and all key professional staff assigned to the City's audit are properly licensed to practice as Certified Public Accountants in the State of California and comply with GAO Government Auditing Standards.

The Firm is registered with the California State Board of Accountancy. Its State number is COR6823.

The Firm has met all required State and local laws, rules, and regulations.

Firm Qualifications

Badawi & Associates was founded by Mr. Ahmed Badawi. Mr. Badawi has over 20 years of experience working with state and local government with a special focus on cities. Prior to founding B&A, Mr. Badawi was a partner with several local and national firms, where he headed their government practice in Northern California. Mr. Badawi founded Badawi & Associates to serve the fast-paced needs of California's local governments. The goal is to build a proactive, client-focused culture from the ground up and to eliminate the entrenched bureaucratic culture and intrinsic limitations of the big audit firms.

Located in Berkeley, CA, the Firm serves a variety of cities and towns throughout California as well as conducting financial related services for numerous special districts and authorities. Names and phone numbers of several of our current and past clients and other references are provided for your inquiries. We encourage you to contact these individuals to obtain information on the quality of the audit and the ability of the audit staff.

Our Berkeley office will be the Engagement Office assigned to the City.

In addition to specific City financial statements, the Firm members have also audited numerous redevelopment agencies, public financing authorities, hospitals, housing authorities, transportation authorities, special districts, water districts, OCJP grants, self-insurance pools, joint power authorities and has also performed numerous compliance audits in accordance with the Single Audit Act, childcare regulations, TOT regulations, AQMD regulations, franchise requirements.

The Engagement Partner assigned to the City will be Mitesh Desai, CPA. Mr. Desai's background includes fourteen years of experience in municipal auditing. Mr. Desai has participated in the audits of numerous governmental agencies, assisted in their efforts to publish their Annual Comprehensive Financial Reports in compliance with GASB 34, and a volunteer member of the GFOA Special Review Committee. Mr. Desai has also achieved the Advanced Single Audit Certificate offered by the AICPA.

The professional staffs assigned to the Engagement are qualified and experienced. Each individual of the Engagement Team has several years of experience and has conducted or participated in numerous municipal audits of various sizes. Their understanding of governmental operations and the various authoritative guidelines will provide the where-with-all to perform the audit in an efficient and effective manner with minimal disruption to the City's finance department.

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Technical Approach

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the City's operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of City operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and City Management and staff throughout the engagement eliminate "surprises". Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.

The audit approach will consist of four phases:

1) **Initial Planning Meeting:**
The Engagement Partner will meet with City Management to discuss the audit approach, identify specific needs of City Management, and familiarize themselves with City policies and practices.

2) **Interim:**
The Engagement Team members including the Engagement Team Partner will perform the internal control reviews, test transactions, evaluate compliance with Single Audit Act requirements, identify potential audit issues that need to be addressed, perform limited confirmation procedures, and develop a clear understanding between the Engagement Team and City Management of the year-end audit responsibilities and assignments. **In addition, we strive to complete many of the year-end audit tasks during the interim phase to ensure a smoother audit process. We will work with the City on providing a list of those tasks that we will target to complete during interim and work with the City on how to complete them to minimize the amount of effort and time needed at year-end which in turn will assist the City in meeting its goal of issuing the Annual Comprehensive Financial Report.**

3) **Year-end:**
The Engagement Team members including the Engagement Team Partner will conduct validation procedures on general ledger account balances, complete confirmation procedures, perform analytical procedures on revenue and expenditures, perform search for unrecorded liabilities, complete compliance work on Federal Assistance, and wrap up audit field work.

4) **Reporting:**
Auditor's reports for all City reporting entities and compliance requirements will be finalized along with Single Audit Reports and Management Letter comments. The Partner will be available to make presentations to the City Council and/or designated bodies.

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Firm Experience

The Firm is located in Berkeley and provides a full range of accounting services to governmental agencies throughout California, including audit, tax and accounting. The Firm's professional staff members provide the financial background and specific experience to meet the City's operational needs. Additionally, this situation provides the City with an auditing firm that has depth in capabilities to address any financial issue the City may need assistance with, and the quality audit approach that you expect.

Our Berkeley office will be the Engagement Office assigned to the City.

Firm policy requires that the Engagement Partner, during the first year of the engagement, be actively involved in the daily fieldwork. This means to the City that Mr. Badawi will actually be on-site during the audit coordinating the audit process, supervising the audit staff, gaining a hands-on understanding of City processes, and benefiting the City with his broad municipal experience. We have found that this effort benefits the City and the Firm through developing a thorough knowledge of the City's practices and issues and establishing a close working relationship with the City's Management. Additionally, continuity of audit personnel is assured because of the hands on involvement of the Partner.

We are committed to providing appropriate and related experience, personal involvement, and a broad business perspective to produce a quality end product within the time frames required.

The Firm provides financial and compliance auditing services to governmental agencies throughout California. We are a governmental agency auditing firm and our professional staff members have been performing these services for many years. As a result, we have performed financial and compliance audits on most, if not all, types of governmental agencies and operations including:

- Cities
- Redevelopment Agencies
- Financing Authorities
- Housing Authorities
- Special Districts
- Water Districts
- Waste Management Authorities and Operations
- Pension Plans
- Child Care Operations
- Joint Power Authorities
- Investment Activities
- Landfills
- Enterprise Funds
- Airports
- Transportation Operations
- Federal and State Grants

Additional Activities

We offer a full range of accounting and finance services to the governmental sector. These services include:

- Financial audits
- Compliance audits
- Tax advice
- Development of financial and accounting policies and procedures
- Investment review and compliance evaluation
- Operational reviews
- Technical guidance on existing and upcoming accounting issues
- Training seminars
- Pension/profit-sharing plans
- Performance audits
- Business consulting

Consequently, Firm personnel are well qualified to perform the services expected by the City.

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Client Training Seminar

The Firm hosts an annual update on recent technical accounting and finance issues affecting the governmental area. This all day session reviews new and anticipated pronouncements from GASB, discusses future issues under consideration by GASB, reviews accounting treatment of various transactions where issues may arise, and provides a general overview of state and federal compliance issues. All of our clients are invited to attend, free of charge. The one day session qualifies for CPE under the rules of the State Board of Accountancy and is held in the Bay Area.

GASB 68 Firm Developed Tools and Assistance

The Firm has developed tools to assist our clients with preparation of GASB 68 journal entries for the CalPERS' Cost Sharing Plans (for which individualized actuarial valuations are no longer prepared) and the CalPERS' Agent Multiple Employer Plans. In addition to providing our clients with these tools and instructions on how to use them, we are available to answer any questions on how to prepare and complete the GASB 68 journal entries.

Flowcharting Documentation

As part of our risk assessment procedures, we prepare flowcharts for documenting our understanding of the City's significant accounting and financial processes. Flowcharts are updated annually for any changes in the City's processes and copies can be provided upon request for the City's internal use. Flowcharted processes may include:

- Financial Reporting, Closing, and Manual Journal Entries
- Cash Receipts, Billing, and Accounts Receivable/Revenues
- Cash Disbursements, Purchasing, and Accounts Payable/Expenditures
- Payroll and Human Resources

Quality Control Review

According to Government Auditing Standards, firms who perform audits under the Yellow Book are required to have a peer review once every three years. We received a report with a rating of pass with no deficiencies which we attached for your review.

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Report on the Firm's System of Quality Control

Badawi & Associates
Berkeley, California;
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ▪ Advisors
4120 Concours, Suite 100, Ontario, CA 91764
909.948.9990 / 800.644.0696 / FAX 909.948.9633
gyl@gylcpa.com
www.gylcpa.com

CPAmerica
Member Crowe Global

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

GYL LLP

Ontario, California
June 14, 2022

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The Firm has policies and procedures to ensure it hires only qualified people, that it properly supervises them and provides professional training, that it advances them to responsibilities they are capable of handling, and that it provides them with necessary technical resources. All members of the Firm are very familiar with the stringent quality control standards established by the AICPA.

The Firm is a member of the AICPA Government Audit Quality Center.

The Firm is a member of the AICPA Private Companies Practice Section.

Federal or State Desk Reviews

The Firm has had no negative federal or state reviews in the past three (3) years.

Disciplinary Action

There has not been any state or federal disciplinary actions taken or pending against the Firm nor any findings to report.

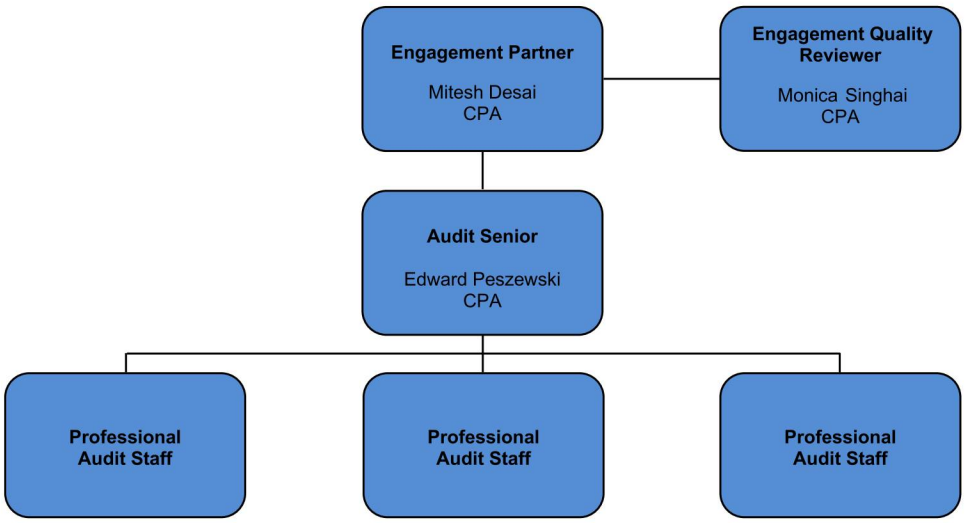
Litigations

The Firm has not experienced any lawsuits or legal actions that have been resolved or are currently pending in the prior five years.

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Partner, Supervisory, and Staff Qualifications and Experiences

The Engagement Team will normally consist of six individuals who provide a broad business perspective and significant experience in governmental auditing. This team will provide access to a wide range of technical capabilities which will provide the City with not only the technical support necessary to perform the audit, but also the broad business background to interpret findings and observations to offer effective solutions to issues, and the personal involvement of the Engagement and Compliance Partners of the Firm.



The Engagement Team will be led by Mitesh Desai, CPA. Mr. Desai's background includes fourteen years of experience in municipal auditing. Mr. Desai has participated in the audits of numerous governmental agencies, assisted in their efforts to publish their Annual Comprehensive Financial Reports in compliance with GASB 34, and a volunteer member of the GFOA Special Review Committee. Mr. Desai has also achieved the Advanced Single Audit Certificate offered by the AICPA.

The second member of the Engagement Team will Edward Peszewski, CPA. Mr. Peszewski's background includes seven years of accounting and auditing experience. He has participated in the audits of numerous governmental entities and assisted in their efforts to publish their financial statements in compliance with various regulations, and is a volunteer member of the GFOA Special Review Committee. Mr. Peszewski will be the Audit Senior of this engagement.

The third member of the Engagement Team will be Monica Singhai, CPA. Mrs. Singhai's background includes over seventeen years of experience in municipal auditing. She has participated in the audits of numerous governmental agencies and assisted in their efforts to publish their financial statements in compliance with various regulations. Mrs. Singhai will be the Engagement Quality Reviewer of this engagement.

Each member of the Engagement Team participates in continuing education programs offered by the AICPA and California State Society of Certified Public Accountants, and each has met the continuing education requirements for municipalities. In addition, the firm offers at least 60 hours of in-house CPE annually focused mainly on municipal audits.

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Professional Development:

The Firm maintains a comprehensive training program targeted at appropriate professional staff levels. It utilizes in-house developed educational programs, AICPA and California CPA Foundation educational programs, and on-the-job training.

The Firm's annual training schedule which officially begins in April for all professional staff and administrative staff includes comprehensive in-house training sessions on such topics as:

- Review of principles of accounting and financial reporting for state and local governments
- Review of governmental fund types and account groups
- Review of newly issued generally accepted auditing standards and GAO auditing standards
- Review of Internal Control evaluation approaches including COSO principles
- Updates on recent governmental accounting and reporting guidelines
- Review of Single Audit requirements and approaches
- Review of financial audit approaches
- Overview of audit and internal control work paper techniques
- Review of GASB reporting requirements
- Review of current issues facing the governmental community

During the year, professional staff members are sent to various educational sessions sponsored by the AICPA and California State Society of CPAs, as considered appropriate for the level and need of the individual. These classes include, among others:

- Governmental Financial Reporting Standards and Practices
- Yellow Book: Government Auditing Standards
- Financial Accounting Standards: Comprehensive Review
- Single Audit
- Governmental Auditing & Accounting Update
- Governmental Accounting Principles
- Comprehensive Review of Generally Accepted Auditing Standards

The result of the Firm's training program is the production of a highly educated and competent municipal audit group capable of performing an efficient and effective audit for the City.

The Engagement Team members will continue their professional development efforts.

Staff Retention and Continuity:

The Firm's policy on providing service to our clients includes a commitment to maintaining continuity of audit personnel. We cannot guarantee that our staff will remain with the Firm. However, to encourage our staff to remain with us, we pay competitive wage rates; offer promotional opportunities; provide state-of-the-art equipment and excellent working conditions; and offer various benefits, such as retirement plans, medical plans, profit sharing programs, educational benefits, and other such benefits. We can also guarantee that the partner will be involved in future years. Continuity of audit staff is of prime concern to us and because of the hands-on involvement of the partner; we can assure you that future years' audits will be conducted in an efficient and effective manner with qualified and experienced professionals.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

Resumes of each member of the Engagement Team follow.

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Mitesh Desai, Certified Public Accountant – Engagement Partner

Length of Career

- Fourteen years experience in municipal auditing with a special focus on cities
- Certified Public Accountant for the State of California

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits, PFA audits, Transportation Development Act audits, and housing audits

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Dublin	X	X				X
Albany	X					
Antioch	X				X	X
Azusa	X	X			X	X
Berkeley	X	X	X		X	X
Buena Park	X	X			X	X
Calimesa	X		X			X
Crescent City	X	X	X		X	X
East Palo Alto	X	X			X	X
El Cerrito	X	X	X		X	X
Foster City	X	X	X		X	X
Fremont	X	X	X		X	X
Lemon Grove	X				X	
Lindsay	X				X	X
Menlo Park	X				X	X
Millbrae	X	X	X		X	X
Newark	X	X	X			X
Oakdale	X	X			X	X
Pittsburg	X	X	X		X	X
Placerville	X	X			X	X
Rio Vista	X		X		X	X
San Mateo	X	X	X		X	X
Sebastopol	X		X		X	X
Solvang	X					X
Susanville	X					
Turlock	X				X	X
Union City	X	X			X	X
Vacaville	X	X	X	X		X
Waterford	X		X		X	X
Yountville	X				X	X
Yuba City	X	X			X	X
Child Care Programs:						
Menlo Park Child Care	X					X
Stanislaus County Childcare	X					X
Non-profits:						
Housing Endowment and Regional Trust	X					
Special Districts and Other:						
Castro Valley Sanitary District	X					
Cosumnes Community Services District	X					
Marin Municipal Water District	X					
West County Wastewater District	X					X
Contra Costa Child Development Programs	X					X

Education

- BS Degree in Business Economics with an emphasis in Accounting from University of California, Santa Barbara

Professional Activities

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Volunteer Member, GFOA Special Review Committee

Continuing Education

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies

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Edward Peszewski, Certified Public Accountant – Professional Audit Senior

Length of Career

- Nine years of experience in auditing.
- Certified Public Accountant for the State of California.

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits, PFA audits, Transportation Development Act audits, and housing audits

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Albany	X				X	X
Barstow	X				X	X
Berkeley	X				X	X
Buena Park						
Dublin	X	X			X	X
East Palo Alto	X	X				X
El Cerrito	X				X	X
Folsom	X					X
Foster City	X		X		X	X
Guadalupe	X				X	
Lindsay	X				X	X
Merced	X				X	X
Oakdale	X				X	X
Ontario	X	X			X	X
Petaluma	X					
Pinole	X				X	
Scotts Valley	X					X
Sebastopol	X				X	X
Susanville	X				X	
Yuba City	X				X	X
Towns:						
Yountville	X				X	X
Special Districts:						
Aptos/La Selva Fire Protection District	X					
Cosumnes Community Services District	X					
Elk Grove Water District	X					
Hayward Area Recreation and Park District	X					
Marin County Parks						X
Monterey Bay Unified Air Pollution Control District	X					
Sutter Animal Services Authority						X
Sutter Butte Flood Control Agency						X
Non-profits:						
Building Industry Association of the Bay Area	X					
Girls Incorporated of Alameda County	X					

Education

- BA, University of California, Santa Barbara
- Certificate in Accounting from University of California, Berkeley - Extension

Professional Activities

- Member, American Institute of Certified Public Accountants.
- Volunteer Member, GFOA Special Review Committee.

Continuing Education

- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies

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Monica Singhai, Certified Public Accountant – Engagement Quality Reviewer

Length of Career

- Seventeen years of experience in auditing with special focus on municipalities.
- Certified Public Accountant for the State of California.

Professional Experience

- Has performed numerous financial audits, Single Audits, RDA audits and PFA audits

	Services Provided					
	Financial Audit	Single Audit	RDA Audit	PFA Audit	Enterprise Fund	Other
Cities:						
Berkeley	X	X			X	
East Palo Alto	X				X	
Menlo Park	X	X			X	
Redwood City	X	X			X	
Special District:						
Alameda County Fire District	X					
Alameda County Law Library	X					
Burbank Sanitary District	X				X	
Lions Gate Community Service District	X					
Los Medanos Community Health Care District	X					
Oakland-Alameda County Coliseum Authority	X					
School District:						
Bayshore Elementary School District	X					
Belmont-Redwood Shores School District	X	X		X		
Brisbane School District	X					
Jefferson Elementary School District	X	X				
La Honda-Pescadero Unified School District	X	X		X		
Pacifica School District	X	X				
Ravenswood City School District	X	X			X	
Redwood City School District	X	X				
San Mateo-Foster City School District	X	X			X	
Charter schools:						
Oakland Military Institute College Preparatory Academy	X	X				
Sacramento Valley Charter School	X					
West Sacramento College Prep Charter School	X					
First 5:						
First 5 Alameda County	X	X				
First 5 Inyo County	X					
First 5 Marin County	X					
First 5 Monterey County	X					
First 5 Santa Cruz County	X					
Others:						
Alameda County Housing Community Development Agency	X	X			X	
Alameda County Redevelopment Agency	X		X			
Alameda County Successor Agency	X					
City of Oakland - Measure C	X					
City of Oakland - Measure Y	X					
City of Oakland - Child Care and Development Program	X					
City of Oakland - Wildfire Prevention Assessment District	X					

Education

- Bachelor of Science in Accounting from Jabalpur University, India.

Professional Activities

- Member, California Society of Certified Public Accountants.
- Member, Institute of Chartered Accountants of India.

Continuing Education

- Various local governments and not for profit accounting courses offered by the California Society of CPAs and AICPA including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies.

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Similar Engagements with Other Governmental Entities

The tables below and on the following page are a partial listing of our clients similar to the City, and illustrates the many different types of components involved in each audit engagement that present very difficult and complex auditing and accounting challenges (in order of audit hours).

* Indicates cities with population over 50,000
** Indicates cities with governmental revenues over $100 million and population over 50,000

	City	Client Since	Hours	Engagement Partner	Principal Contact	Annual Comprehensive Financial Report	GFOA Award	RDA/Successor Agency	Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
**	Richmond	2020	3,160	Ahmed Badawi	Delmy Cuellar Finance Manager (510)620-6790 Delmy_Cuellar@ci.richmond.ca.us	X		X	X	X		X		X	X	X
**	Berkeley	2008	1,850	Mitesh Desai	Henry Oyekanmi Finance Director (510)981-7300 hoyekanmi@ci.berkeley.ca.us	X	X	X	X	X		X			X	X
**	Ontario	2021	1,012	Ahmed Badawi	Jialuan Ning Acting Accounting Manager (909) 395-2096 JNing@ontarioca.gov	X	X		X		X	X		X	X	
*	Union City	2006	850	Mitesh Desai	Jackie Acosta Finance Director (510)675-5345 jackiea@unioncity.org	X	X	X	X	X					X	
**	Folsom	2019	807	Ahmed Badawi	Stacey Tamagni Finance Director (916)461-6712 stamagni@folsom.ca.us	X	X		X		X	X			X	
*	Petaluma	2019	691	Ahmed Badawi	Corey Garberolio Finance Director (707)778-4357 cgarbero@cityofpetaluma.org	X	X		X	X	X	X	X			
*	San Luis Obispo	2019	638	Ahmed Badawi	Brigitte Elke Finance Director (805)781-7125 belke@slocity.org	X	X		X	X	X	X				
*	Antioch	2005	586	Mitesh Desai	Dawn Merchant Finance Director (925)779-6135 dmerchant@ci.antioch.ca.us	X	X	X	X	X	X	X			X	
	Lafayette	2020	586	Ahmed Badawi	Tracy Robinson Administrative Services Director (925)299-3227 trobinson@lovelafayette.org	X	X	X							X	
	East Palo Alto	2014	560	Mitesh Desai	Tomohito Oku Finance Director (650)853-3122 toku@cityofepa.org	X	X	X	X		X				X	
**	Dublin	2018	546	Ahmed Badawi	Lisa Hisatomi Director of Finance & Admin. Services (925)833-6640 Lisa.Hisatomi@dublin.ca.gov	X	X		X	X						

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	City	Client Since	Hours	Engagement Partner	Principal Contact	Annual Comprehensive Financial Report	GFOA Award	RDA/Successor Agency	Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
	Azusa	2017	540	Ahmed Badawi	Talika Johnson Administrative Services Director (626)812-5202 tjohnson@AzusaCa.Gov	X	X	X	X		X	X			X	
	Millbrae	2015	524	Ahmed Badawi	Mike Sung Finance Director (650)259-2433 msung@ci.millbrae.ca.us	X	X	X	X		X	X			X	
*	Yuba City	2017	450	Ahmed Badawi	Spencer Morrison Finance Director (530)822-4615 smorrison@yubacity.net	X	X	X	X		X	X			X	
	Wasco	2021	428	Ahmed Badawi	Isarel Perez-Hernandez Finance Director (661)758-7230 isperez@cityofwasco.org			X	X	X	X	X				
	Pinole	2018	419	Ahmed Badawi	Markisha Guillory Finance Director (510)724-9823 MGuillory@ci.pinole.ca.us	X	X	X				X			X	
	Larkspur	2019	382	Ahmed Badawi	Cathy Orme Administrative Services Director (415) 927-5019 Finance@cityoflarkspur.org				X					X	X	
	Atwater	2021	380	Ahmed Badawi	Kellie Jacobs-Hunter Finance Director (209)357-6347 kjacobshunter@atwater.org			X	X		X	X		X		
	Waterford	2018	311	Ahmed Badawi	Tina Envia Finance Manager (209)874-2328 Ext: 104 tenvia@cityofwaterford.org			X			X	X			X	
	Solvang	2019	308	Ahmed Badawi	Xenia Bradford City Manager (805)688-5575 xeniab@cityofsolvang.com	X	X				X	X				
	Oakdale	2016	306	Ahmed Badawi	Albert Avila Finance Director (209)845-3584 aavila@ci.oakdale.ca.us			X	X	X	X	X			X	
	Guadalupe	2017	303	Ahmed Badawi	Lorena Zarate Finance Director (805)356-3895 ccooper@ci.guadalupe.ca.us			X	X		X	X			X	
	Sebastopol	2017	275	Mitesh Desai	Ana Kwong Finance Director (707)824-4879 akwong@cityofsebastopol.org	X	X	X			X	X			X	

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	City	Client Since	Hours	Engagement Partner	Principal Contact	Annual Comprehensive Financial Report	GFOA Award	RDA/Successor Agency	Single Audit	TDA	Water Fund	Sewer Fund	Child Care Audit	Housing Authority	Enterprise Funds	Pension Trust Fund
	Cotati	2020	265	Ahmed Badawi	Angela Courter Director of Administrative Services (707)665-4236 acourter@cotaticity.org	X	X				X	X			X	
	Crescent City	2014	227	Mitesh Desai	Linda Leaver Finance Director (707)464-7483 x224 lleaver@crescentcity.org			X	X		X	X		X	X	
	Scotts Valley	2019	202	Ahmed Badawi	Selina Andrews Finance Manager (831)440-5614 sandrews@scottsvalley.org	X	X	X							X	
	Calimesa	2013	193	Mitesh Desai	Bonnie Johnson City Manager (909)795-9801 ext 231 bjohnson@cityofcalimesa.net			X								

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The table below lists all special district engagements (in order of audit hours):

Special District	Client Since	Hours	Engagement Partner	Principal Contact	Annual Comprehensive Financial Report	GFOA Award	Single Audit	Enterprise Funds
Florin Resource Conservation District/ Elk Grove Water District	2015	350	Mitesh Desai	Patrick Lee Finance Manager / Treasurer (916)685-3556 plee@egwd.org	Yes	Yes		X
Solano County Water Agency	2020	243	Ahmed Badawi	Roland Sanford General Manager (707) 455-1103 rsanford@scwa2.com	No	N/A		
Alameda County Waste Management Authority (StopWaste)	2018	154	Ahmed Badawi	Jennifer Luong Finance Services Manager (510)891-6500 jluong@stopwaste.org	No	N/A		
San Gabriel Valley Council of Governments	2021	618	Ahmed Badawi	Rey Alimoren, Director of Finance (626) 962-9292 ralimoren@sgvcog.org	No	N/A	X	X
County of Contra Costa Community Services Bureau Child Development Program	2013	450	Mitesh Desai	Nancy Benavides Fiscal Officer (925)681-4268 nbenavidas@ehsd.cccounty.us	No	N/A		
Hayward Area Recreation and Park District	2017	350	Ahmed Badawi	Anne Maze Interim Finance Manager (510)881-6707 maza@haywardrec.org	No	N/A		
Amador County Transportation Commission	2019	260	Ahmed Badawi	John Gedney Executive Director (209)267-2282 john@actc-amador.org	No	N/A		
San Mateo Mosquito and Vector Control District	2018	228	Ahmed Badawi	Richard Arrow Finance Director (650)344-8592 rarrow@smcmvcd.org	Yes	Yes		
Monterey Bay Unified Air Pollution Control District	2016	200	Mitesh Desai	Rosa Rosales Administrative Services Manager (831)718-8019 rrosales@mbard.org	No	N/A		
Southern Marin Fire Protection District	2020	160	Ahmed Badawi	Alyssa Schiffmann Finance Manager (415)388-8182 aschiffmann@smfd.org	No	N/A		
Port of San Luis Harbor District	2017	150	Ahmed Badawi	Kristen Stout Business Manager (805)595-5413 kristens@portsanluis.com	Yes	Yes		X
Aptos La Selva Fire District	2016	150	Mitesh Desai	Nancy Dannhauser Finance Director (831)685-6690 nancyd@centralfpd.com	No	N/A		
Central County Fire Department	2012	150	Mitesh Desai	Jan Cooke Finance Director (650)375-7408 jcooke@hillsborough.net	Yes	Yes		
Central Fire Protection District of Santa Cruz County	2018	150	Mitesh Desai	Nancy Dannhauser Finance Director (831)479-6842 nancyd@centralfpd.com	No	N/A		
Resource Conservation District of Santa Cruz County	2017	150	Mitesh Desai	Sharon Corkrean Director of Finance scorkrean@rcdsantacruz.org	No	N/A	X	
Santa Cruz Regional 9 - 1 - 1	2016	150	Mitesh Desai	Dennis Kidd General Manager (831)471-1038 dennis.kidd@scr911.org	No	N/A		
Zayante Fire Protection District	2017	150	Mitesh Desai	John Stipes Fire Chief (831) 335-5100 chief2401@cwncast.net	No	N/A		

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Understanding of Services to be Provided

The City desires an audit of the financial records for the City and an expression of an opinion in accordance with generally accepted accounting principles on the fairness of presentation of financial statements for the fiscal years ending June 30, 2023 through 2027.

The Firm will:

- Express an opinion on the fair presentation of its basic financial statements which includes but is not limited to the financial statements of governmental activities, the business-type activities, each major fund and all aggregate remaining fund information in conformity with generally accepted accounting principles in the United States of America.
- Express an in-relation-to opinion on the fair presentation of its combining and individual non-major and fiduciary fund financial statements and schedules in conformity with generally accepted accounting principles. The Firm will provide an “in-relation-to” report on the supporting schedules contained in the Annual Comprehensive Financial Report based on the auditing procedures applied during the audit of the basic financial statements and schedules.
- Provide an “in-relation-to” report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.
- Perform the audit in accordance with generally accepted auditing standards accepted in the United States of America, applicable to the financial audit contained in the Government Auditing Standards issued by the Comptroller General of the United States and the provisions of the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations.
- Perform limited procedures on supplementary information required by the Government Accounting Standards Board.
- Issue the following reports, following the completion of the audit of the fiscal year’s financial statements:
    - Independent Auditor’s Report on Financial Statements and Schedule of Expenditure of Federal Awards
    - Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
    - Independent Auditor’s Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with the Uniform Guidance
    - Schedule of Findings and Questioned Costs
    - Auditor’s Communication with Those Charged with Governance
    - Annual Comprehensive Financial Report following the requirements and guidelines of the GFOA award program
    - Measure B Audit
    - Measure BB Audit
    - Measure F Audit
    - GANN Limit Agreed-upon Procedures
    - City's State Controller's Report
    - Dublin Financing Authority's State Controller's Report
    - Annual Street Report
- Provide special assistance to the City as needed.
- Retain all working papers and reports at the audit firm’s expense for a minimum of 7 years. In addition, make working papers available to the City and/or any government agency as appropriate.

Should any conditions be discovered requiring corrective action, the Firm will provide a detailed description of the findings and recommended actions as to their resolution.

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The Firm will submit a report to the City's Council and management detailing auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting statements, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered during the audit, and any significant deficiencies or material weaknesses found during the audit. Non-material instances of noncompliance will be reported in a separate management letter, if appropriate, along with any other observations or recommendations determined to be informative to City Management.

The Firm will be available to provide advice and counsel regarding significant matters during the year.

The Firm's Partner and Staff welcome the opportunity to make presentations to the City Council and will be ready to respond to questions from the Council and citizens of the City.

Specific Audit Approach

Objectives of Our Services

The basic objective of our audit of the City is to conduct an examination of the financial statements in accordance with generally accepted auditing standards and to express our opinion on the fairness of presentation of such financial statements in conformity with generally accepted accounting principles.

Additionally, we believe that another real value of our audit lies in meeting other objectives at no additional cost. The following are other objectives of our services that have important benefits to the City:

- To offer substantive observations and recommendations relating to accounting and operating control policies and procedures.
- To identify opportunities for operating efficiencies and isolate candidate activities for cost reduction opportunities.
- To perform a professional audit in an efficient and effective way to minimize disruption to the office operations.
- To offer ongoing advisory services to assist in the running of the operation and implementation of improved operating procedures.

The engagement will be conducted within the framework of the Firm's quality control program which includes the use of audit programs, careful planning, use of computerized audit software and internal control evaluation and documentation software, and objective review procedures. On-site staff will use Firm supplied portable computers and printers.

Audit Approach

The specific audit approach has been designed to efficiently and effectively address the audit requirements of the City, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

The audit will be conducted in accordance with:

1) Generally accepted auditing standards established by the AICPA
2) The standards contained in Government Auditing Standards issued by the GAO
3) Provisions of the Single Audit Act and the Uniform Guidance
4) Requirements issued by the California State Controller's office
5) Other requirements as required

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We will conduct the necessary audit steps to perform:

- Planning of the engagement
- Evaluation of the existing internal control environment to determine degree of risk of material misstatement
- Determination of degree of compliance with laws, regulations, grant provisions, and City approved policies
- Assessment of potential fraudulent issues
- Validation of account balances
- Verification of reasonableness of management estimates

Technical Approach

We use an industry specific audit approach tailored to governmental entities. Our governmental audit approach addresses the special risks and circumstances of local governments. As a result, the audit is conducted efficiently and effectively with minimal disruption to your staff.

The core of our governmental technical audit approach can be summarized as follows:

1. **Planning, Understanding and Communication:**

   Based on our previous audit experience, using the budget, organizational charts, manuals and other financial information systems and our knowledge of how governments work, we will obtain an insight to the specific concerns and sensitivities of the City. Our understanding is updated continuously through our year-round contact and communication efforts. We will agree on common audit objectives and expectations with management before audit work begins and, throughout the audit, will meet regularly with management to discuss audit issues and to gather feedback.

2. **In-Depth Review of Systems and Controls:**

   We have developed diagnostic reviews which enable us to evaluate your systems and controls, and to provide management with constructive feedback. Combined with our knowledge of the City and understanding and experience with the City's accounting software, our control review will form the basis of our audit risk assessment. We will utilize the COSO approach in our evaluation of the City's internal processes to identify potential control deficiencies. In future years, we will update our understanding through similar procedures.

3. **Risk-Based Customized Testing Program:**

   Our audit approach is tailored to governmental applications. We will use audit programs specifically designed to address the operational environment of governmental entities. Our approach will identify potential control risks and the opportunities for risk of material misstatements and fraud. We will evaluate the various risk assessments and identify the potential risks relating to the:

   - Balance Sheets / Statement of Net Position
   - Statement of Revenues and Expenditures / Statement of Activities
   - Presentation
   - Disclosure

   Our audit procedures will then be developed to address these risk areas.

4. **Expanded Interim Fieldwork:**

   Timeliness and audit efficiency is enhanced by performing extensive interim work. Partners, managers and senior staff work with City staff to identify and resolve potential audit issues early. Accordingly, the amount of audit work to perform at year end is minimized. Because our audit staff is familiar with the operations before year-end fieldwork begins, disruption of accounting staff is minimized.

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5. **Smooth Transition:**

Our testing program focuses on audit risks identified by our understanding of the City's operations. We will work with the accounting staff to identify the most effective ways to address our objectives. Communication between the members of the audit engagement team and City staff will be fluid and continuous.

6. **Sample Size and Sampling Techniques:**

Our audit approach will include sampling activities. Population size and the level of assurance to be derived from a particular test will dictate the sample size. We use sampling in our audit approach to compliment skilled judgment and knowledge of the particular situation. Our sample size will range normally from 25 to 60 items.

7. **Automated Systems:**

We will evaluate controls over the IT functions to assess control risk. We intend to test controls for purposes of reliance. Our review procedures will evaluate controls over:

- Security Management
- Logical and Physical Access
- Configuration Management
- Segregation of Duties
- Contingency Planning

In addition, we will review controls over:

- Input, processing, output, master data
- Application interface
- Data management system interface

8. **Analytical Procedures:**

We use analytical procedures in several aspects of our audit. Extensive knowledge and industry background are required for effective analytics, and our staff possesses the appropriate experience and knowledge for the City to benefit from these procedures.

9. **Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work:**

We continuously refer to specific regulations, compliance supplements, state guidelines and contracts currently in force. We perform the procedures required related to laws and regulations, using inquiries, observations and sampling techniques. Some of the laws and regulations that we believe may be applicable to the City are the requirements of the California Public Utilities Commission, Single Audit Act and other applicable laws and regulations, including the California Government Code, provisions of applicable Grant guidelines, California Constitution GANN Limit requirements, requirements of local measures, Child Care Program compliance requirements, etc.

10. **Report Format:**

We will meet with City Management to review report formats. Any report format changes will be made in conjunction with approval from the City Management.

11. **Work Plans:**

The detailed work plans will be designed to efficiently and effectively address the audit requirements of the City in accordance with generally accepted auditing standards, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

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12. **Adjusting Journal Entries:**

We will discuss and explain proposed audit adjusting entries with the City's designated Finance Department personnel prior to recording. Audit adjusting entries will be provided in a format showing the lowest level of posting detail needed for data entry on the City's general ledger system.

13. **Listing of Schedules and Tables (anticipated to be prepared by the City):**

Based on preliminary inquiries made with management and City staff and review of documents, we will tailor a list of schedules, tables, and other reconciliations required for the audit. We will take into account as much as possible reconciliations already prepared by the City for day to day operations and reporting, as well as any reports that are system generated to limit the need for additional City staff hours.

The following is a listing of some of the significant reconciliations and schedules that we would normally expect the City to provide to us in assisting us in conducting our fieldwork.

- Trial Balance
- Annual Comprehensive Financial Report Account Roll Up Schedules
- Budget to Actual Reports
- Bank Reconciliations
- Listing of manually prepared journal entries posted
- Summary of Investments held by the City
- Capital Asset Schedules
- Long Term Debt Schedules
- Debt amortization schedules & Calculations of deferred amounts
- Calculations of any debt covenants amounts or percentages
- Schedule of Leases
- Schedule of Expenditures of Federal Awards
- Analysis of Deferred Inflows of Resources and Deferred Outflows of Resources
- Reconciliation of Receivables to subsidiary ledgers
- Calculations for estimate of allowance for uncollectible accounts
- Loans Receivable Schedules
- Reconciliation of Significant Revenue Accounts
- Fee schedules
- Compensated Absences Schedules and Copies of Related Policies
- Claims Payable Schedules
- Pension and OPEB Roll Forward & Supporting Schedules
- GASB 54 Fund Balance Roll Forward Schedule
- Interfund Transaction Schedules

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Use of Technology in the Audit

The Firm maintains a variety of specialized software packages during the audit that enable us to perform an efficient, thorough, and timely audit and keeping time demands on City staff to a minimum.

Trial Balance Management and Financial Statement Preparation

ProSystem Fx Engagement allows us to import and manage multiple years of trial balance data including budgetary information, create multiple account groupings, generate reports, post journal entries proposed during the audit (including GASB 34 conversion entries), and link information directly to the financial statements. This gives us the ability to:

- Generate immediate trend and other comparative analysis of trial balance and budget data prior to the start of the audit. This allows us to identify potential issues and make inquiries early in the audit
- Link the financial statements and footnotes prior to the start of the audit allowing us to have majority of the financial statements (including budgetary comparison schedules and other supplementary information) prepared at the time the trial balance is uploaded
- Audit adjustments or City adjustments provided during the audit are automatically reflected in the financial statements

Audit Request Management and Document Exchange

CCH Engagement Organizer ("Organizer") is a virtual "Prepared by Client (PBC) List" that streamlines the process of requesting, receiving, and keeping track of documents. The Organizer is an integrated cloud-based request list that helps to facilitate the engagement through more seamless collaboration between the Firm and our clients. By utilizing the Organizer, the City can do all of the following in one secure virtual environment:

- Attach files of any type to document requests
- Easily track the status of document requests that are either pending, completed by the City, accepted by us, or rejected by us
- Access templates and documents from us that require completion
- Have multiple City staff get involved and assist in the audit process
- Participate in a dialog with us for questions and notes

Especially with having to perform a large part of the audit remotely in 2020, and anticipated for the upcoming year, we have found that the use of the Organizer has helped our clients be always informed as to the status of their audit, and not be surprised with new requests or follow up on outstanding requests previously provided.

Computer Aided Audit Tools (CAATs)

The Firm's data analytics software enables our Engagement Team to perform more than 150 Computer Aided Audit Tools (or "CAATs"). CCH Teammate Analytics gives us the ability to perform advanced data analysis and increase efficiency. By utilizing this software, we can:

- Immediately visualize and analyze 100% of account populations with graphs, charts and statistics to identify anomalies
- Make fewer sample selections that are targeted to problematic areas
- Quickly analyze transactional data for:
  - Duplicate records
  - Missing transactions
  - Transaction sequence
  - Unusual items
- Compare excel worksheets for changes or differences
- Generate immediate testing samples
- Perform regression analysis
- Filter and extract data from City reports

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Audit Planning, Risk Assessment, and Audit Programs

Our firm utilizes CCH Knowledge Coach, which is an expert system that adapts and customizes our audit approach specifically based on the City's structure, operating environment, specific transactions, and identified risks or matters to be addressed in the audit. The software is frequently updated for new industry trends and audit requirements. Included in the software is a continuous diagnosis of audit forms that identifies missing information, procedures, or any conflicts that need to be addressed prior to issuance of the audit report. We have found that this audit tool greatly benefits our audit clients in the following ways:

- Removal of standardized audit steps and procedures that do not add value to the audit
- Targeted audit procedures focusing on risks and accounts specific to the City's operations
- Audit is always performed in accordance with audit standards especially the risk assessment standards
- Maximizing audit efficiency having less City staff time dedicated to gathering information or responding to inquiries by focusing on material issues
- Automatic self-diagnostics ensure no audit steps are missed, guaranteeing a quality audit

Research Tools

We maintain multiple research software packages that are always kept up to date to ensure compliance with accounting and auditing standards, and are also a resources for us to provide guidance to our clients. In addition to accounting and audit literature, we have access to interactive disclosure checklists that include sample footnote disclosures and financial statements.

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Audit Schedule

2023 Period	Audit Tasks

April - May - ***Planning and Administration***

- The entrance conference shall be held with City staff. The purpose of this meeting will be to discuss prior audits and the interim work to be performed. This meeting will also be used to establish overall liaison for the audits and to make arrangements for work space and other needs
- Review and evaluate the City's accounting and financial reporting. Prepare an overall memo of recommendations, potential issues, and suggestions for improvements
- Prepare overall memo to the City confirming audit procedures, timing, and assistance
- Prepare detailed audit work plan and audit programs, audit budget and staffing schedule, and list of schedules to be prepared by the City staff
- Send the Organizer to the City that will include all request items considered to be necessary for the audit

May - ***Internal Control Evaluation***

- Meeting with City Manager and Department Heads of other departments with large operating budgets or which have significant federal grant expenditures
- Attending City Council meetings
- Meeting with off-site locations
- Meeting with key Finance Department personnel
- Obtain and document understanding of key internal control systems through walk-throughs, interviews of staff, and review of supporting documentation
    - General ledger system
    - Budgeting system
    - Revenue, accounts receivable, and cash collections
    - Purchasing, expenditures, accounts payable, and cash disbursements
    - Payroll
    - Federal Financial Assistance
    - Other systems
- Identify control risks
- Evaluate IT control environment
- Perform testing of the internal control system and evaluate the effectiveness of the City's systems. Select large dollar and random samples of transactions in key operating systems. Sample size to meet required level for determined degree of risk. Review supporting documentation of selected transactions, evaluate adequacy of support and approvals, and conclude on degree of adherence to accuracy and compliance with City policies
- Conduct fraud assessment procedures
- Assess degree of risk for material misstatement
- Provide to the City's management a memo concerning management letter points and identify issues, if any

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2023 Period	Audit Tasks

May - ***Other Tasks***

- Review minutes of City Council meetings and other key committees
- Perform preliminary substantive procedures, which would include tests of:
  - Vendor and contractor payments
  - Payroll expense
  - Pension and OPEB testing
  - Capital asset acquisitions
  - Journal entries
  - Retrospective review of accounting estimates
- Financial statement database management and other setup, in addition to drafting of all necessary report templates
- Preliminary Single Audit and other compliance testing
- Coordinate with City staff and prepare of all appropriate confirmation requests including:
  - Bank accounts
  - Investment pool accounts
  - Accounts receivable
  - Federal grants
  - Revenue from governmental agencies
  - Bond and other debts
  - Pension plan
  - Attorney letters
  - Others, as required
- Update the Organizer with any additional requests that will be needed for the City's audit
- Provide the City with audit plan and list of year-end audit schedules
- Hold progress conference with City Management
- Hold exit conference with City Management

October - ***Final Fieldwork***

- Entrance conference with City Management
- Follow-up on all outstanding confirmations
- Verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required
- Perform analytical review of revenue and expenditures. Determine reason for material differences between budget and actual
- Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing City staff
- Perform review of subsequent events by discussions with City Management and update all minutes of City Council and key committees

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2023 Period	Audit Tasks

- ***Single Audit Compliance***

  - Entrance conference with City Management
  - Obtain Federal Financial Assistance Schedule
  - Determine grants to be considered as major programs including clusters
  - Perform audit tests of major grant programs and compliance with Federal Law and Regulations
  - Review grant documents, select sufficient number of transactions to test for compliance of Federal Requirements
  - Coordinate Single Audit efforts with the Financial Audit efforts
  - Communicate findings to City Management
  - Other Compliance

November - ***Audit Reports***

  - Complete drafts of City's Annual Comprehensive Financial Report
  - Prepare draft of Single Audit Reports concerning internal control structure, compliance with laws and regulations, and administering of federal financial assistance programs
  - Prepare other reports as required
  - Provide revised final drafts of all required reports to the City for approval no later than 11/13/2023

December - ***Final City Audit Reports, Financial Statements, Single Audit Reports, and other reports delivered no later than 12/4/2023.***
- ***Presentation to Audit Committee and Council***

January 2024 - ***State Controller's Reports delivered and submitted***
- ***Single Audit Report package submitted to Federal Audit Clearinghouse***

Estimated Hours by Audit Phase

Position	Planning	Interim Fieldwork	Year End Fieldwork	Reporting	Total
Partner	9	24	16	5	54
Audit Senior	21	75	80	10	186
Professional Audit Staff	-	128	117	15	260
Administrative Assistant	6	10	-	11	27
Total	36	237	213	41	527

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Discussion of Relevant Accounting Issues

Identification of Anticipated Potential Audit Problems

We do not anticipate that there will be any audit problems at the City. However, the following are some areas that we will carefully investigate and monitor during our audit procedures:

- Financial Reporting:
  - Review and evaluate that the City's Annual Comprehensive Financial Report are in compliance with current reporting and disclosures requirements issued by the GASB and GFOA.
  - Review the Annual Comprehensive Financial Report for financial reporting conformance awards issued by CSMFO and GFOA.
  - Review and evaluate degree of compliance with the various GASBs in effect.
  - Review degree of compliance with infrastructure obligations and regulatory provisions.
- Internal Control Structure:
  - Review and evaluate the City's internal control functions and ascertain compliance with proper internal control philosophies.
  - Review computer system processes and controls and evaluate adequacy of the control environment.

Several new GASB pronouncements will become effective over the time period of this proposal. As such, specific attention will be provided to determine the proper implementation of these new pronouncements. A list of known new pronouncements with implementation dates that fall within this proposal period are as follows:

2023

- Statement 91 – Conduit Debt
- Statement 94 – Public-private Partnerships
- Statement 96 – Subscription-Based Information Technology Arrangements

2024

- Statement 100 – Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62

2025

- Statement 101 – Compensated Absences

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Comprehensive Cost Bid

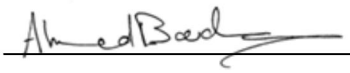
Schedule of Professional Fees

AUDIT WORK COST PROPOSAL FORM

Service	2023 Hours	2023	2024	2025	2026	2027
City Audit and Related Reports	330	$31,220	$32,275	$33,055	$33,980	$34,945
Single Audit and Related Reports	33	3,100	3,200	3,295	3,400	3,380
Measure B Audit	35	3,340	3,390	3,500	3,585	3,715
Measure BB Audit	35	3,340	3,390	3,500	3,585	3,715
Measure F Audit	35	3,340	3,390	3,500	3,585	3,715
GANN Limit Agreed-upon Procedures	6	600	640	670	705	745
City's State Controller's Report	22	2,070	2,015	2,130	2,160	2,165
Dublin Financing Authority's State Controller's Report	17	1,630	1,735	1,835	1,940	2,060
Annual Street Report	14	1,290	1,375	1,460	1,550	1,655
Total	527	$49,930	$51,410	$52,945	$54,490	$56,095

CERTIFICATION

I, the undersigned, certify that I am duly authorized to represent Badawi & Associates, CPAs and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Dublin on behalf of Badawi & Associates, CPAs

Print Name Ahmed Badawi Signature 

Tittle President Date November 30, 2022

ESTIMATE OF COST

Position	2023		2024		2025		2026		2027	
	Hours	Rates	Hours	Rates	Hours	Rates	Hours	Rates	Hours	Rates
Partner	54	$160	50	$170	49	$170	48	$170	47	$170
Audit Senior	186	100	181	100	177	115	171	125	165	130
Professional Audit Staff	260	80	254	90	245	90	239	95	231	105
Administrative Assistant	27	70	26	75	26	85	25	90	24	100
Total Hours	527		511		497		483		467	
Total Cost	$ 49,930		$ 51,410		$ 52,945		$ 54,490		$ 56,095	

Print Name Ahmed Badawi Signature _____

Tittle President Date November 30, 2022

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Manner of Payment:

Each Engagement Team member maintains detailed time sheets describing work performed, date of work, and amount of time spent on each task for the Engagement. The Firm will bill the City after completion of each phase of the audit and bill the City up to a maximum of 90%. The remaining 10% of the proposal amount will not be due until all final reports are delivered and accepted by the City. The City can anticipate three billings as follows:

Work Performed	% of Proposal Amount
For interim work	45%
For year-end work	45%
At presentation and acceptance of final reports	10%
Total	100%

Rates for Additional Professional Services:

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

Position	Hourly Rate
Partner	$ 200
EQR	200
Manager	150
Senior	125
Staff	100
Admin.	75

Our Standard Hourly Rates are adjusted annually by 3% for Cost of Living and Inflation Adjustments

Conclusion

A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service
- Developing a long-term working relationship dedicated to meeting the needs of the City
- Assisting the City in operational issues
- Producing a quality end-product

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

****

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Appendix A References

1) City of Berkeley
   - Scope of Work: Annual Comprehensive Financial Report, Gann Limit, SAS114, Measure B (Alameda County), Vehicle Registration Fee Audit (Alameda County), Due Diligence Reviews for the RDA Successor Agency
   - Engagement Partner: Ahmed Badawi (2008 – 2019), Mitesh Desai (2020- Present)
   - Address: 2180 Milvia Street, Berkeley, CA 94704
   - Principal Contact:
     Henry Oyekanmi
     Finance Director
     (510)981-7332
     hoyekanmi@ci.berkeley.ca.us

2) City of Antioch
   - Scope of Work: Annual Comprehensive Financial Report, SAS 114, GANN Limit, Single Audit, Antioch Public Financing Authority, Antioch Area Public Facilities Financing Agency
   - Engagement Partner: Ahmed Badawi (2005 – 2019), Mitesh Desai (2020- Present)
   - Address: 200 H Street, Antioch, CA 94509
   - Principal Contact:
     Dawn Merchant
     Finance Director
     (925)779-6135
     dmerchant@ci.antioch.ca.us

3) City of San Luis Obispo
   - Scope of Work: Annual Comprehensive Financial Report, Single Audit, Gann Limit, SAS114, Whale Rock Commission
   - Engagement Partner: Ahmed Badawi (2019 – Present)
   - Address: 990 Palm Street, San Luis Obispo, CA 93401
   - Principal Contact:
     Brigitte Elke
     Finance Director
     (805)781-7125
     belke@slocity.org

4) City of Petaluma
   - Scope of Work: Annual Comprehensive Financial Report, Transportation Development Act Fund, SAS 114
   - Engagement Partner: Ahmed Badawi (2019 – Present)
   - Address: 11 English St, Petaluma, CA 94952
   - Principal Contact:
     Corey Garberolio
     Finance Director
     (707)778-4357
     cgarbero@cityofpetaluma.org

5) City of Lafayette
   - Scope of Work: Annual Comprehensive Financial Report, Single Audit, Gann Limit, TDA, Lamorinda Fee and Finance Authority Report, Lamorinda School Bus Transportation Agency Report
   - Engagement Partner: Ahmed Badawi (2020 – Present)
   - Address: 3675 Mount Diablo Blvd., #210, Lafayette, CA 94549
   - Principal Contact:
     Tracy Robinson
     Administrative Services Director
     (925)299-3227
     trobinson@lovelafayette.org

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Appendix B Exceptions to the Contract

With regard to the Standard Consulting Services Agreement, we would like the following items to be edited:

Appendix A, Consulting Services Agreement, Section 9. Keeping and Status of Records, 9.1 Records Created as Part of Consultant's Performance, we would like to edit the paragraph as follows:

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance**. Unless such property is proprietary in nature, all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

STAFF REPORT
CITY COUNCIL

DATE: March 21, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Update on the Dublin Boulevard Extension Project and Funding Plan
Prepared by: Colleen Tribby, Assistant City Manager and Pratyush Bhatia, Transportation and Operations Manager

EXECUTIVE SUMMARY:

The City Council will receive an update on the Dublin Boulevard Extension Project and potential funding sources. The City of Dublin, in cooperation with the City of Livermore, Alameda County Transportation Commission, and Alameda County, proposes to extend Dublin Boulevard approximately 1.5 miles eastward through unincorporated Alameda County and connect to North Canyons Parkway in Livermore, from its current terminus at Fallon Road. The extension is planned to have four to six travel lanes, a Class I trail on the north side, buffered bike lanes, sidewalks, traffic signals, streetlights, utilities, and landscaping.

STAFF RECOMMENDATION:

Receive the report and provide direction on advancing funds to cover future impact fees that will be allocated to the project.

FINANCIAL IMPACT:

There is no financial impact associated with the receipt of this report. The total cost of Dublin's share of the right-of-way acquisition and project construction is estimated at $124 million. Funding sources include the East Dublin Traffic Impact Fee (EDTIF) fund ($63 million) and the Tri-Valley Transportation Development Fee ($13.5 million), with the remaining $47.5 million unidentified. Staff plans to pursue grants to cover this balance.

Because EDTIF funds are collected when development happens and are not currently available to spend on the project, the City would need to advance that portion of funding to keep the project on track. Staff's recommendation regarding the advance is discussed in the body of this Staff Report.

DESCRIPTION:

Background

The Dublin Boulevard Extension Project proposes to extend the roadway approximately 1.5 miles from Fallon Road to North Canyons Parkway in the City of Livermore, through an unincorporated portion of Alameda County. The preliminary cost estimate for the project is currently $151.5 million, which includes right-of-way, environmental mitigation, and construction costs. It is expected that Dublin's share will be approximately $124 million, and Livermore's share will be approximately $27.5 million, based on the roadway length in each jurisdiction and a split of the portion of the roadway in unincorporated Alameda County.

The Alameda County Transportation Commission (Alameda CTC) is the implementing agency for the final design phase in cooperation with Dublin, Livermore, and Alameda County. On May 19, 2020, the City Council approved a Cooperative Agreement with Alameda CTC and Livermore for the design phase of the project (Resolution No. 38-20).

Project Status

Currently, the design phase is in the 65% plans, specifications, and estimate (PS&E) review by the City of Dublin, City of Livermore, Alameda County, Dublin San Ramon Services District (DSRSD), and the Zone 7 Water Agency. The 65% PS&E review is the midpoint in a typical 35-65-95 design and review process (some designers and projects refer to a 30-60-90 process). The 65% design includes plans showing typical cross-sections, right-of-way, utilities including drainage/stormwater details, sanitary sewer and water, signing and striping, traffic signals, signal interconnect, streetlighting, landscaping, storm water treatment, and Cottonwood Creek bridge details. It is during the 65% stage where all major design elements are decided, and the extent of the project right-of-way should be determined. Upon completion of the 65% review, the right-of-way appraisal process and acquisition typically gets started. Table 1 shows the project schedule by phase.

Table 1 - Project Schedule

Project Phase	Start Date	Anticipated Completion
65% Design	In Process	Summer 2023
95% Design	Summer 2023	Summer 2024
Right of Way and Utilities	Summer 2023	Summer 2025
Final Design	Summer 2024	Winter 2024
Environmental Permitting	Fall 2024	Spring 2025
Construction	TBD – Funding Dependent	TBD

Before the project moves into the construction phase, permits are needed from regulatory agencies due to the project's direct and indirect impacts. To receive permits, the project must mitigate these impacts. On February 7, 2023, the City Council approved an agreement with RES Environmental Operating Company, LLC for environmental mitigation services for the project (Resolution No. 09-23). The Environmental Permitting phase will begin near the end of the design

phase and is anticipated to be complete by Spring 2025. Construction is anticipated to take 18 months and will not begin until all funding is secured, right-of-way is acquired, and all resource agency permits are issued.

Project Funding and EDTIF Advance

On December 21, 2021, the City Council adopted the update to the EDTIF, which includes this project (Resolution No. 144-21). As development occurs in the East Dublin program area, fees will be collected and will be allocated to the project up to the amount of approximately $63 million. Since EDTIF funding is not expected to be available by the time the construction phase starts but will be collected over the full buildout duration of Eastern Dublin, Staff has been exploring ways of advancing this funding so the project can proceed. Financing the advance through a bond sale or other means has been determined to be too costly, however Staff has evaluated internal funding sources and has identified a list of sources that can be accessed to fund the advance without impacting City operations and with preserving the City's current cash flow reserve level.

Table 2 provides Staff's recommended funding sources over three years, followed by a brief description of each source.

Table 2 – Funding Sources for EDTIF Advance

Funding Sources	FY 22-23	FY 23-24	FY 24-25	TOTAL
GF Assigned Reserve Balance	$6,257,441			$6,257,441
Economic Stability Reserve	$8,000,000			$8,000,000
One-Time Initiatives (Capital)	$4,500,000			$4,500,000
Dublin Crossing Fund	$9,000,000			$9,000,000
CFD Reimbursement			$11,906,472	$11,906,472
GF Surpluses	$10,000,000	$7,000,000	$6,400,000	$23,400,000
	$37,757,441	**$7,000,000**	**$18,306,472**	**$63,063,913**

- General Fund Assigned Reserve – In August 2022, the City Council approved the setting aside of $20 million for the project to fund the environmental mitigation costs via the contract with RES. There is roughly $6.3 million remaining in that reserve that can be allocated to the EDTIF advance.
- Economic Stability Reserve (ESR) – This reserve was established over eight years ago to allow for a balanced budget in the event of economic uncertainty. Since then, the General Fund undesignated/cash flow reserve has grown to about 85% of the budget, making the ESR not as critical in the short term.
- One-Time Initiatives (Capital) Reserve - This is another long-term reserve that has been utilized for a variety of technological needs. It was last used this fiscal year for citywide signal communications upgrades.
- Dublin Crossing Fund – This fund balance accounts for development agreement fees from the Dublin Crossing development. It is not currently appropriated to any program or project.
- Community Facilities District (CFD) Reimbursement – Staff is working on a CFD

mechanism with the East of Fallon property owners that will reimburse the City for indirect mitigation costs paid to RES totaling $11.9 million. This amount could then be included in the EDTIF advance.

- General Fund (GF) surpluses – Staff anticipates GF operating surpluses over the next three years that could be set aside to advance to the EDTIF.

City Council Direction Needed

Staff is seeking the City Council's direction and ultimate commitment to utilize internal funding sources to advance the EDTIF funds for the Dublin Boulevard Extension. While the money will not be spent until the construction phase, it is critical to have a funding plan in place to put the City in an advantageous position in seeking outside grant funding for the balance of the project costs. In fact, Dublin, Livermore, and Alameda CTC staff have been working together to identify local, regional, and federal funding sources for the project. By committing local funds for right-of-way, environmental permitting, and construction, the City can demonstrate project readiness, which will make the project more attractive to and competitive for grants such as the Alameda CTC 2026 Comprehensive Investment Plan. The notice of funding opportunity and call for projects for the 2026 Comprehensive Investment Plan is anticipated to be announced in Fall 2024.

Additionally, development of the road is a critical factor in the East of Fallon properties coming online, which will have great value to the City. Economic Development staff are currently working with a consultant to develop a fiscal analysis on the economic impact this area will have on the City based on the current plans, but it is anticipated that the project will bring benefits in the form of property tax, potential sales tax, and creation of jobs, as well as closing a gap in the existing local roadway network connecting Dublin and Livermore.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

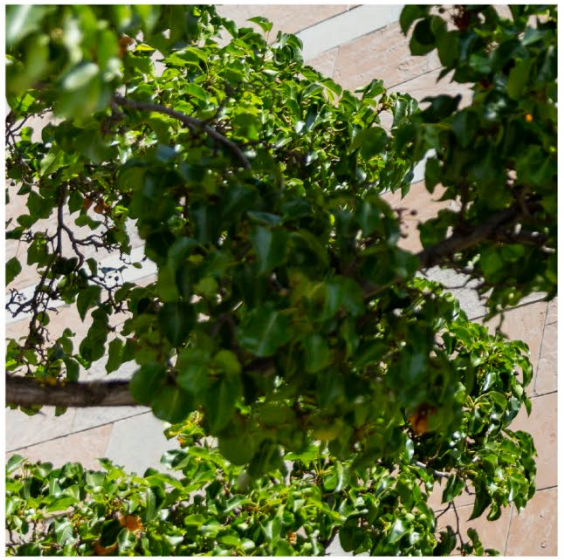
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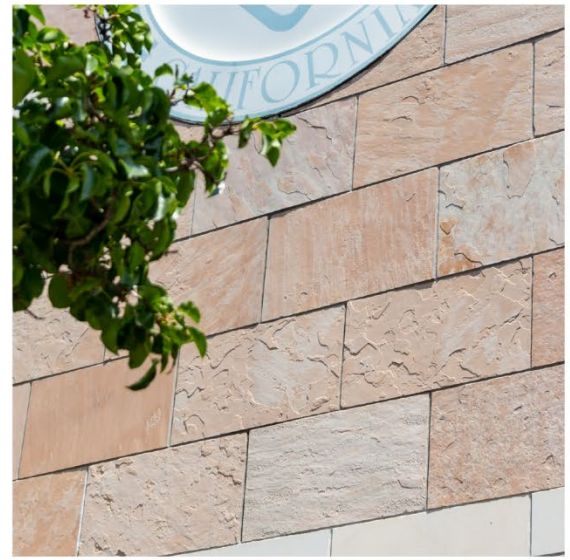
None.

Update on Dublin Boulevard Extension and Funding Plan

March 21, 2023







DUBLIN
CALIFORNIA

The Project



- 1.5 miles extension
- 6 lanes in Dublin to
- 4 lanes in Livermore
- Bike Lanes
- Sidewalk
- Landscaping
- Street Lighting
- Utilities

DUBLIN
CALIFORNIA

Project Status

- CEQA ***completed*** – EIR w/ MMRP, Aug 2019
- NEPA ***completed*** – EA w/ FONSI, Feb 2021
- Cooperative Agreement with Livermore & Alameda CTC
- MOA Design Review ($300,330 Dublin; $127,770 Livermore)
- Design Phase began in May 2021
- 65% design in process
- All major design elements and extent of right-of-way determined.
- RES Agreement for Environmental Mitigation approved by City Council, Feb 2023

DUBLIN
CALIFORNIA

Project Schedule

Project Phase	Start Date	Anticipated Completion
65% Design	In Process	Summer 2023
95% Design	Summer 2023	Summer 2024
Right of Way and Utilities	Summer 2023	Summer 2025
Final Design	Summer 2024	Winter 2024
Environmental Permitting	Fall 2024	Spring 2025
Construction	TBD – Funding Dependent	TBD

Project Costs

- Project Cost (2020 preliminary engineering level estimate) : $151.5M
- Divided between Dublin and Livermore based on roadway length.
- Unincorporated Alameda County costs are split evenly
  - Dublin: $124 M
  - Livermore: $27.5M
- Dublin's identified funding sources include EDTIF ($63M), TVTD ($13M)
  - Staff will seek grant funding for the remainder

DUBLIN
CALIFORNIA

EDTIF Advance

- Use GF reserves to advance EDTIF
- Repayment expected in roughly 10 years

Funding Sources	FY 22-23	FY 23-24	FY 24-25	TOTAL
GF Assigned Reserve Balance	$6,257,441			$6,257,441
Economic Stability Reserve	$8,000,000			$8,000,000
One-Time Initiatives (Capital)	$4,500,000			$4,500,000
Dublin Crossing Fund	$9,000,000			$9,000,000
CFD Reimbursement			$11,906,472	$11,906,472
GF Surpluses	$10,000,000	$7,000,000	$6,400,000	$23,400,000
	$37,757,441	**$7,000,000**	**$18,306,472**	**$63,063,913**

DUBLIN
CALIFORNIA

EDTIF Advance

- Significant piece to funding plan in order to compete for grant funding opportunities
- Potential Alameda CTC Comprehensive Investment Plan (CIP) 2026 Funding
  - if congestion relief funds are included in the Fall 2024 call for projects.
- RFP out for grant writing services

DUBLIN
CALIFORNIA

Next Steps

- Continue to work with Zone 7 and Alameda County – review of Cottonwood Creek, bridge and improvements
- Continue to work with City of Livermore, Alameda County, Zone 7 – review of the PS&E
- Environmental Permitting towards end of Design Phase
- Right-of-way Acquisition, and continue to work with private property owners
- Funding Plan for Construction Phase
  - State, Federal Grants, and Measure BB

DUBLIN
CALIFORNIA

Thank You

DUBLIN
CALIFORNIA