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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 20, 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, June 20, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Vice Mayor McCorriston and Councilmember Qaadri
Unrepresented Employee: City Attorney

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Presentation from David Stark, East Bay Association of Realtors

The City Council will receive a presentation from David Stark, Chief Public Affairs and Communications Officer of Bay East Association of Realtors, providing an overview of the Dublin and Tri-Valley residential market.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report

3.2 Employee Introductions

New City of Dublin Staff member, Sonya Canto, Office Assistant II in the Community Development Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

Staff Report

3.3 Public Comment

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

4. CONSENT CALENDAR

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

4.1 Approval of the June 6, 2023 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the June 6, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the June 6, 2023 Regular City Council Meeting.
Staff Report
Attachment 1 - June 6, 2023 Regular City Council Meeting Minutes

4.2 Three-Year Cooperative Agreement with Alameda County for Participation in the Urban County Program for Community Development Block Grant and HOME Investment Partnership Funds
The City Council will consider a three-year cooperative agreement with Alameda County for participation in the Urban County Program for Community Development Block Grant and HOME Investment Partnership funds. This agreement will allow the City's continued participation in the Urban County program beginning July 1, 2024, for Federal fiscal years 2024-2026.
STAFF RECOMMENDATION:
Adopt the **Resolution** Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds and Authorizing the Execution of the Cooperation Agreement Between the City and County of Alameda Regarding Participation in the Alameda County Urban County for Community Block Grant Funds.
Staff Report
Attachment 1 - Resolution Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds
Attachment 2 - Proposed Three-Year Cooperative Agreement
Attachment 3 - City Council Staff Report Dated May 2, 2023

4.3 Second Amendment to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
The City Council will consider approving a second amendment to the agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services.
Staff Report
Attachment 1 - Resolution Approving Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
Attachment 2 - Exhibit A to the Resolution - Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
Attachment 3 - Agreement with HF&H Consultants, LLC
Attachment 4 - Amendment 1 to the Agreement with HF&H Consultants, LLC

4.4 Agreement with Wesco Graphics, Inc. for Commercial Printing Services
The City Council will consider approving a two-year agreement with Wesco Graphics, Inc. for the printing and distribution of the City's newsletters and activity guides.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Agreement With Wesco Graphics, Inc. for Commercial Printing Services.
Staff Report

Attachment 1 - Resolution Approving the Agreement with Wesco Graphics Inc. for Commercial Printing Services
Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement Between the City of Dublin and Wesco Graphics, Inc. for Commercial Printing Services
Attachment 3 - 2023 Printing Services RFP

4.5 Annual Update to the Master Fee Schedule

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy (Resolution 160-12).

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

Staff Report
Attachment 1 - Resolution Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City
Attachment 2 - Exhibit A to the Resolution - City of Dublin Master Fee Schedule, Fiscal Year 2023-24
Attachment 3 - City of Dublin Master Fee Schedule Prior to Rounding

4.6 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from May 1, 2023 - May 31, 2023, totaling $19,380,166.08.

STAFF RECOMMENDATION:

Receive the report.

Staff Report
Attachment 1 - Payment Issuance Report for May 2023

4.7 Regional Street Residential Project Affordable Housing Assistance Agreement (PLPA-2021-00035)

The City Council will consider approving an Affordable Housing Assistance Agreement with Eden Housing's controlled affiliate, Corona/Ely Ranch, Inc., for the development of the 113-unit low- and very-low-income affordable housing project located at 6541-6543 Regional Street.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Affordable Housing Assistance Agreement Between the City of Dublin and Corona/Ely Ranch, Inc., and approve the budget change.

Staff Report
Attachment 1 - Resolution Approving an Affordable Housing Assistance Agreement between the City of Dublin and Corona/Ely Ranch, Inc.
Attachment 2 - Exhibit A to the Resolution - Affordable Housing Assistance Agreement
Attachment 3 - Budget Change Form

4.8 Delegation of Authority During Council Recess – Annual Street Resurfacing, Alamo Creek Park Fence Replacement, and Agreement with All City Management Services, Inc.

The City Council will consider delegating authority to the City Manager to approve the plans and specifications and award contracts for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay) and the Alamo Creek Park and Assessment District

Fence Project during the City Council recess between June 21, 2023 and August 14, 2023. The City Council will also consider delegating authority to the City Manager to approve an agreement with All City Management Services, Inc. during the City Council recess. Actions taken during the City Council recess will be reported to the City Council at the August 15, 2023 regularly scheduled meeting.

STAFF RECOMMENDATION:

Take the following actions 1) Adopt the **Resolution** Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award Construction Contracts for Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117; 2) Adopt the **Resolution** Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award a Construction Contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122; and 3) Adopt the **Resolution** Delegating Authority to the City Manager to Approve an Agreement Between the City of Dublin and All City Management Services, Inc.

Staff Report
Attachment 1 - Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award Construction Contracts for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117
Attachment 2- Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award a Construction Contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122
Attachment 3 - Resolution Delegating Authority to the City Manager to Approve an Agreement Between the City of Dublin and All City Management Services, Inc.
Attachment 4 - CIP No. ST0117 - Annual Street Resurfacing
Attachment 5 - CIP No. PK0123 - Persimmon Drive Pedestrian Path Rehabilitation
Attachment 6 - CIP No. PK0122 - Alamo Creek Park and Assessment District Fence Replacement

4.9 Revisions to the Personnel System

The City Council will consider proposed changes to the City's current Personnel System. The proposed adjustments are based on the need to revise the City's Classification Plan and Salary Plan for Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Amending the Classification Plan; 2) **Resolution** Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules; 3) **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Service; 4) **Resolution** Amending the Benefit Plan; and 5) **Resolution** Amending the Management Positions Exempt from Competitive Service Resolution and Prescribing Leave Benefits for the Designated Positions.

Staff Report
Attachment 1 - Resolution Amending the Classification Plan
Attachment 2 - Exhibit A to the Resolution - Parks and Community Services Manager Job Specification (Redlined)
Attachment 3 - Exhibit B to the Resolution - Finance Director Job Specification (Redlined)
Attachment 4 - Exhibit C to the Resolution - Assistant Finance Director Job Specification (Redlined)

Attachment 5 - Exhibit D to the Resolution - Deputy City Manager Job Specification
Attachment 6 - Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules
Attachment 7 - Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
Attachment 8 - Resolution Amending the Benefit Plan
Attachment 9 - Resolution Amending the Management Positions Exempt from Competitive Service Resolution and Prescribing Leave Benefits for the Designated Positions

4.10 Introduction of an Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code to reflect new parkland dedication categories and updated census numbers concerning the number of persons per dwelling unit.

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code.

Staff Report
Attachment 1 - Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
Attachment 2 - Staff Report of May 2, 2023

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Authorizing the Enforcement of the California Vehicle Code within the Wallis Ranch Subdivision and Approving an Agreement for Traffic Enforcement Services

The City Council will conduct a public hearing to consider a petition from the Wallis Ranch Homeowner's Association for the provision of traffic enforcement services on privately owned roads and approve an agreement for Dublin Police Services to provide traffic enforcement within the Wallis Ranch subdivision.

STAFF RECOMMENDATION:

Conduct the public hearing and adopt the **Resolution** Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement With the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services.

Staff Report
Attachment 1 - Resolution Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision
Attachment 2 - Exhibit A to the Resolution - Agreement Between the City of Dublin and Wallis Ranch Homeowner's Association Regarding Enhanced Police Services
Attachment 3 - Petition of Wallis Ranch Homeowner's Association Requesting City Enforcement of Private Streets

7. UNFINISHED BUSINESS

7.1 East Ranch Community Facilities Districts Revised Proposal

On April 18, 2023, the City Council provided feedback to the Applicant, TH East Ranch Dublin, LLC (Trumark Homes), on their request to form Community Facilities Districts (CFDs) to finance the maintenance of and construction of public improvements within the East Ranch development project. The Applicant has revised their proposal for consideration by the City Council. The City Council will receive a presentation from the Applicant and provide feedback regarding the revised CFD proposals. No formal action will be taken, nor will approvals be granted, for the project at this meeting.

STAFF RECOMMENDATION:

Receive the presentation and provide feedback on the Applicant's revised proposal for the formation of Community Facilities Districts to fund the maintenance of and the construction of certain public facilities.

Staff Report
Attachment 1 - Maintenance Cost Estimate
Attachment 2 - DPFG Financing Memo dated June 5, 2023
Item 7.1 - PowerPoint Presentation

7.2 Sister City Program Update: Focus Group Framework Review

The City Council will receive an update on the Sister City Program and the work completed by the Sister City Focus Group, the result of which is a framework from which a future Sister City Association can be established.

STAFF RECOMMENDATION:

Receive the report and provide feedback on the proposed program framework.

Staff Report
Item 7.2 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Kaiser Commercial General Plan Amendment Study Initiation Request

The City Council will a consider a request by O&I Development to initiate a General Plan Amendment Study to evaluate expanding the land use designation of the Kaiser Commercial site to include assisted living facilities. The 15.85-acre Kaiser Commercial site is designated Medical Campus/Commercial. O&I proposes to develop the northern 2.75 acres of the Kaiser Commercial property with an assisted living and memory care facility.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial; **OR** adopt the **Resolution** Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial.

Staff Report
Attachment 1 - Resolution Approving the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial

Attachment 2 - Resolution Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial
Attachment 3 - O&I Development Letter
Item 8.1 - PowerPoint Presentation

8.2 Preview of the People of the Parks (P.O.P.) Program

The City Council will receive a preview of a new program being developed by the Parks and Community Services Department. The People of the Parks (P.O.P.) is being launched to encourage residents, community organizations, and Dublin businesses to participate in park beautification and environmental stewardship. The P.O.P. program will launch in Summer 2023.

STAFF RECOMMENDATION:

Receive the presentation and provide feedback.

Staff Report
Item 8.2 - PowerPoint Presentation

9. OTHER BUSINESS

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

10. ADJOURNMENT

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

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

Mission

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

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation from David Stark, Bay East Association of Realtors
Prepared by: Hazel L. Wetherford, Economic Development Director

EXECUTIVE SUMMARY:

The City Council will receive a presentation from David Stark, Chief Public Affairs and Communications Officer of Bay East Association of Realtors, providing an overview of the Dublin and Tri-Valley residential market.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Bay East Association of Realtors is an organization that provides support, advocacy, professional development, and resources designed to help the diverse community of real estate professionals grow their business, meet clients' expectations, and facilitate daily tasks. The City Council will receive an overview of the Dublin and Tri-Valley residential market.

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: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Sonya Canto, Office Assistant II in the Community Development Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Sonya Canto, Office Assistant II in the Community Development Department, will be introduced.

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: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the June 6, 2023 Regular City Council Meeting
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the June 6, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 6, 2023 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the June 6, 2023 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 6, 2023 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 6, 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.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of Subdivision (d) of Section 54956.9)
Name of case: City of Dublin v. Dahlin Group, Inc., et al., Alameda County Superior Court Case No. RG21087601

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

A Regular Meeting of the Dublin City Council was held on Tuesday, June 6, 2023, in the City Council Chamber. The meeting was called to order at 7:19 PM, by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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) REPORT ON CLOSED SESSION

City Attorney John Bakker reported that the City Council, excluding Vice Mayor McCorriston, voted in favor of initiating litigation. The action, the defendants, and other particulars, once the action is formally commenced will be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service process on one or more unserved parties or to disclose the information would jeopardize the City's ability to conclude existing settlement negotiations to our advantage.

3) ORAL COMMUNICATIONS

3.1) Employee Introductions

New City of Dublin Staff members, Andrew Powell, Summer Intern in the Public Works Department, and Monet Khanyahl, Summer Intern in the Communications Division of the City Manager's Office, were introduced.

3.2) Recognition of 2023 Dublin Pride Week Contest Winners

The City Council recognized the winners of the 2023 Dublin Pride Week Photography, Poster, and Essay Contests.

3.3) Public Comment

Mike Grant provided public comment.

Andrea Renzulli provided public comment.

4) CONSENT CALENDAR

Before reviewing the consent calendar, John Bakker, City Attorney, made a statement regarding Item 4.18 noting that the Brown Act requires the City to provide a verbal statement of any changes made to the compensation of city officials. The proposal in Item 4.18 is to increase the City Manager's base salary by five percent.

4.1) Approved the May 9, 2023 Special City Council Meeting and May 16, 2023 Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 43-23 titled, "Approving the Avalon West Dublin Public Art Installation Agreement," and adopted Resolution No. 44-23 titled, "Approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features Tract 8460, Avalon West Dublin."

4.3) Adopted Resolution No. 45-23 titled, "Approving a Third Amendment to the Memorandum of Understanding (Dublin Place Shopping Center)."

4.5) Adopted Resolution No, 47-23 titled, "Approving the Agreement with ConvergeOne, Inc. for the Purchase of Technology Equipment and Services."

4.6) Adopted Resolution No. 48-23 titled, "Approving the Agreement with Lanlogic, Inc. for Information Technology Services and Related Equipment."

4.7) Adopted Resolution No. 49-23 titled, "Approving a Contract Instructor Services Agreement with North American Youth Activities, LLC dba Kidz Love Soccer for Recreation Services," and adopted Resolution No. 50-23 titled, "Approving a Contract

Instructor Services Agreement with World Cup Soccer Camps and Clinics for Recreation Services."

4.8) Approved the Heritage and Cultural Arts Commission's for the 2023 Utility Box Art Program recommendations.

4.9) Adopted Resolution No. 51-23 titled, "Approving the Amendment to the Consulting Services Agreement for On-Call Contract Building and Safety Services with TRB & Associates, Inc."

4.10) Adopted Resolution No. 52-23 titled, "Adopting a List of Projects Funded in Fiscal Year 2023-24 by Senate Bill 1, the Road Repair and Accountability Act of 2017."

4.11) Adopted Resolution No. 53-23 titled, "Approving an Agreement with Townsend Public Affairs for Grant Strategy and Writing Services" and approved the budget change.

4.12) Adopted Resolution No. 54-23 titled, "Authorizing the Purchase of Replacement Chairs, Tables, and Related Equipment for Meeting Rooms at the Dublin Civic Center and Dublin Library."

4.14) Adopted Resolution No. 56-23 titled, "Approving an Agreement with Livermore Pleasanton Umpires Association for Sports Officiating Services."

4.15) Adopted Resolution No. 57-23 titled, "Approving Amendments to Agreements with Sweeping Corporation of America, Universal Building Services and Supply Co., and Prudential Overall Supply."

4.17) Adopted Resolution No. 60-23 titled, "Approving the Purchase of a Replacement Assureon Server and Cloud Archive Assureon."

4.18) Approved and authorized the Mayor to execute the Third Amendment to the City Manager's Employment Agreement.

4.19) Adopted Resolution No. 61-23 titled, "Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2022-23."

4.20) Approved the updated Sports Fields and Stager Community Gymnasium Reservation Policies.

4.21) Confirmed the Mayor's appointments to the Youth Advisory Committee and the Student Representative to the Parks and Community Services Commission for the 2023-2024 term.

On a motion by Councilmember Qaadri, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted the Consent Calendar items, except for items 4.4, 4.13, and 4.16.

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

4.4) Adopted Resolution No. 46-23 titled, "Approving the Amendment to the Agreement Between the City of Dublin and All City Management Services Inc."

This item was pulled from the Consent Calendar by Councilmember Qaadri for clarifying questions.

4.13) Adopted Resolution No. 55-23 titled, "Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2023-24."

This item was pulled from the Consent Calendar by Councilmember Qaadri for clarifying questions.

On a motion by Councilmember Qaadri and seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council approved Consent Calendar items 4.4 and 4.13.

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

4.16) Agreement with Gannett Fleming and Amendments to Agreements with MNS Engineers, Inc. and Swinerton Management & Consulting for Construction Management and Inspection Services

This item was pulled from the consent calendar by Councilmember Josey for a separate vote.

On a motion by Mayor Hernandez and seconded by Councilmember Qaadri, and by 4-0 vote, with Councilmember Josey abstaining, the City Council adopted Resolution No. 58-23 titled, "Approving Amendments to the Agreements with MNS Engineers, Inc. and Swinerton Management & Consulting," and adopted Resolution No. 59-23 titled, "Approving an Agreement with Gannett Fleming."

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING

6.1) Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2023-24 Annual Assessment

The City Council received a presentation regarding establishing the garbage rates effective July 1, 2023 and establishing the Fiscal Year 2023-24 refuse-related property tax assessment.

Mayor Hernandez opened the Public Hearing.

Upon receiving no public comment, Mayor Hernandez closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Councilmember Hu, and by unanimous vote, the City Council adopted Resolution No. 62-23 titled, "Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2023-24," and adopted Resolution No. 63-23 titled, "Amending the Schedule of Service Rates for Integrated Solid Waste Services."

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

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Allocation of Homeless Housing, Assistance and Prevention (HHAP) Grant Funding

The City Council received a presentation regarding allocating funding from Rounds 3 and 4

of the Homeless Housing, Assistance, and Prevention (HHAP) Grant Program.

Mayor Hernandez opened the public comment period.

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

By consensus, the City Council directed Staff to split the funding evenly between Tri-Valley Haven Shelter and CityServe of the Tri-Valley.

8.2) Discussion on Mayor and City Council Term Limits

The City Council received a presentation on Mayor and City Council Term Limits.

Mayor Hernandez opened the public comment period.

Carla Slettvet provided public comment.

Jenny Hauzer provided public comment.

Eric Nielsen provided public comment.

Igor Tregub provided public comment.

Mayor Hernandez closed the public comment period.

By consensus, the City Council directed Staff to return with draft Ordinance language for the November 2024 General Municipal Election ballot that increases the total term limit to 12 years, excludes councilmembers elected prior to the change in term limits, and cleans up the current language around defining a term.

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).

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 9:44 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT

CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Three-Year Cooperative Agreement with Alameda County for Participation in the Urban County Program for Community Development Block Grant and HOME Investment Partnership Funds

Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider a three-year cooperative agreement with Alameda County for participation in the Urban County Program for Community Development Block Grant and HOME Investment Partnership funds. This agreement will allow the City's continued participation in the Urban County program beginning July 1, 2024, for Federal fiscal years 2024-2026.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds and Authorizing Execution of the Cooperation Agreement Between the City and County of Alameda Regarding Participation in the Alameda County Urban County for Community Block Grant Funds.

FINANCIAL IMPACT:

The agreement would allow the City to continue receiving CDBG and/or HOME funds during the upcoming three-year cycle. Therefore, there would be no change to the financial impacts to the City.

DESCRIPTION:

The Community Development Block Grant (CDBG) program provides annual grants to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The City currently receives CDBG and HOME funds through the Urban County Program

administered by the Alameda County Department of Housing and Community Development (HCD). The Urban County Program is a way for cities with a population of less than 50,000 to receive CDBG funds (cities over 50,000 may also choose to receive their CDBG allocation through the Urban County Program). Dublin participates in the Urban County Program through a Cooperative Agreement with unincorporated Alameda County and the cities of Newark, Emeryville, Albany, and Piedmont.

On May 2, 2023, the City Council received a report on the status of the City's current participation in the Urban County Program and options for future administration of the CDBG program (Attachment 3). The City Council directed Staff to inform HCD that the City would remain in the Urban County Program and to prepare a new three-year Cooperative Agreement with Alameda County.

The new three-year Cooperation Agreement will enable the City to continue participating in the Urban County program beginning July 1, 2024, for Federal fiscal years 2024-2026. The City Council is currently being asked to adopt the resolution included as Attachment 1, authorizing the continued participation in the Urban County Program and authorizing the execution of the Cooperation Agreement with Alameda County included as Attachment 2.

ENVIRONMENTAL REVIEW:

This information report is not subject to the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378 as it does not meet CEQA's definition of a project and will not result in direct or indirect physical changes in the environment.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds
2) Proposed Three-Year Cooperative Agreement
3) City Council Staff Report Dated May 2, 2023

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF DUBLIN IN THE ALAMEDA COUNTY URBAN COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING EXECUTION OF THE COOPERATION AGREEMENT BETWEEN THE CITY AND COUNTY OF ALAMEDA REGARDING PARTICIPATION IN THE ALAMEDA COUNTY URBAN COUNTY FOR COMMUNITY BLOCK GRANT FUNDS

WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974 and Federal regulations have been adopted pursuant thereto, hereinafter called the "Act"; and

WHEREAS, Title I of the Act consolidates previously separate grant programs for open space, public facility loans, water and sewer grants, urban renewal, model cities, rehabilitation loans, and affordable housing into a program called the Community Development Block Grant ("CDBG") program; and

WHEREAS, Title I makes available entitlement grants to cities whose 2020 Census population exceeds 50,000 persons; and to counties which qualify as an urban county; and

WHEREAS, the term "urban county" means any county within a metropolitan area which:

(1) is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government; and,

(2) has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government:

(A) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded; or,

(B) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and

WHEREAS, the Department of Housing and Urban Development ("HUD") has made a determination that the County of Alameda has the essential powers to operate as an urban county; and

WHEREAS, four cities (Albany, Emeryville, Newark and Piedmont) in Alameda County have a 2020 Census population of less than 50,000 and desire to participate in the Alameda County Urban County; and one city has a population over 50,000 (Dublin) and desires to participate in the Alameda County Urban County to continue in the Alameda County Urban County for federal fiscal years 2024, 2025 and 2026; and

WHEREAS, the participating cities, combined with the unincorporated portions of the County of Alameda, form a combined 2020 Census population of 200,000 or more persons, thereby qualifying as an urban county, and becoming eligible for an entitlement of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds; and

WHEREAS, the participating cities agree that by executing these cooperative agreements they may not apply for grants under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program; and

WHEREAS, the COUNTY and CITY cannot withdraw from the cooperative agreement while the Program Year 2024-2026 Agreement remains in effect.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby resolve, declare, determine and order as follows:

SECTION 1. The Dublin City Council hereby authorizes the continued participation of the City of Dublin in the Alameda County Urban County.

SECTION 2. The Dublin City Council hereby authorizes the City Manager to execute a cooperation agreement with the Alameda County in order to continue the City's participation in the Urban County.

SECTION 3. This resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the amendments to the agreements, 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 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT

This Agreement is made and entered into this 1st day of July, 2023 by and between the CITY OF DUBLIN, hereinafter called "CITY" and the COUNTY OF ALAMEDA, hereinafter called "COUNTY", regarding their cooperation with respect to Community Development Block Grant funding.

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, and subsequent amendments to such Act, hereinafter called "ACT"; and

WHEREAS, Title I of ACT consolidates previously separate grant programs for open space, public facility loans, water and sewer grants, urban renewal, model cities, rehabilitation loans, and affordable housing; and

WHEREAS, Title I makes available entitlement grants to:

(1) cities whose 2020 Census population exceeds 50,000 persons; and
(2) counties which qualify as an urban county; and

WHEREAS, the term "urban county" means any county within a metropolitan area which:

(1) is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government; and

(2) has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government:

(A) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded; or

(B) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and

WHEREAS, four cities (Albany, Emeryville, Newark and Piedmont) in Alameda County have a 2020 Census population of less than 50,000 and desire to participate in the Alameda County Urban County; and one city has a population over 50,000 (Dublin) and desires to participate in the Alameda County Urban County; and

WHEREAS, the participating cities, combined with the unincorporated portions of the County of Alameda, form a combined 2020 Census population of 200,000 or more persons, thereby qualifying as an urban county, and becoming eligible for an entitlement of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds; and

WHEREAS, the participating cities agree that by executing these cooperative agreements they may not apply for grants under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program; and

WHEREAS, the COUNTY and CITY cannot withdraw from the cooperative agreement while the Program Year 2024-2026 Agreement remains in effect.

THEREFORE, it is agreed that:

1. CITY agrees that by executing this Agreement, CITY may not apply for grants from appropriations under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.

2. CITY agrees that by executing this Agreement, it may only receive a portion of the formula allocation under the HOME Program through the Urban County. If the Urban County does not receive a portion of the HOME formula allocation, the CITY cannot form a HOME Consortium with other local governments. An Urban County or a unit of government participating with the Urban County may apply to the State of California for HOME funds, if the State allows.

3. CITY agrees that by executing this Agreement, it may only receive the formula allocation under the Emergency Solutions Grant (ESG) Program through the Urban County. If the Urban County does not receive the ESG formula allocation, the CITY cannot form an Urban County with other local governments. An Urban County or a unit of government participating with the Urban County may apply to the State of California for ESG funds, if the State allows.

4. The Department of Housing and Urban Development, hereinafter called "HUD", has made a determination that the COUNTY has the essential powers to operate as an urban county.

5. CITY and COUNTY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, hereinafter called "PROGRAM", to be carried out with annual Community Development Block Grant and HOME Investment Partnership funds, hereinafter called "CDBG/HOME FUNDS", from Federal fiscal years 2024, 2025 and 2026 appropriations and from any program income generated from the expenditure of such funds. Community renewal and lower income housing assistance activities shall be those designated or referred to within Title I of the ACT and Title II of the Cranston-Gonzalez National Affordable Housing Act and the regulations issued pursuant thereto.

6. To carry out community renewal and lower income housing activities, COUNTY shall distribute to CITY a portion of the CDBG funds received under the ACT from Federal fiscal years 2024, 2025 and 2026 appropriations. The funds distributed to CITY shall be determined in accordance with such needs, objectives, or strategies, as COUNTY shall decide. In preparing the needs, objectives or strategies, COUNTY shall consult with CITY before making its determinations. The distribution of HOME funds to the Urban County is based on the review and

recommendations of proposals received in response to an annual RFP.

7. It is expressly understood that as a recipient of the CDBG/HOME/ESG Funds from HUD, COUNTY and CITY must take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and to affirmatively further fair housing. COUNTY and CITY must comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws, and all regulations issued pursuant thereto. Further, urban county funding for activities in or in support of any city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification is prohibited.

a. COUNTY and CITY must have a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

b. COUNTY and CITY must have a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG/HOME FUNDS to a metropolitan city, urban county, unit of general local government, or Indian tribe or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-federal considerations, CITY must use the CDBG/HOME FUNDS for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended and Title II of the Cranston-Gonzalez National Affordable Housing Act.

9. Pursuant to 24 CFR 570.501(b), CITY is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement set forth in CFR 570.503.

10. CITY shall inform COUNTY of any income generated by the expenditure of CDBG funds received by the CITY. CITY shall pay any such program income to COUNTY or CITY may retain program income subject to requirements set forth in this Agreement and with written approval of the COUNTY. Any program income CITY is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply. COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by CITY as may be needed for this purpose. In the event of close-out or change in status of CITY, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY.

11. In regard to real property that is within the control of CITY due to being acquired or improved in whole or in part using CDBG funds, CITY must give timely notification to COUNTY for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition. CITY must reimburse COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-

CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between COUNTY and CITY shall be paid to COUNTY.

12. CITY shall provide COUNTY with all information concerning CITY and the activities CITY carried out under this agreement which COUNTY requires to prepare 1) documents required to be submitted to HUD, 2) annual performance report, 3) such other documents as COUNTY may require to carry out community renewal and lower income housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by COUNTY. In addition, CITY agrees to make available upon request all records concerning the activities carried out under this Agreement for inspection by COUNTY or Federal officials during regular business hours.

13. CITY designates City Administrator or his/her designee as the official to whom all notices and communications from COUNTY shall be directed. COUNTY's duty to notify CITY shall be complete when the communication is sent to the designated official or deputy. It is the exclusive duty of the designated official or deputy to notify the correct individuals or departments within CITY.

14. CITY shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents from liability for any fines, penalties, or damage of any type accruing to COUNTY by virtue of CITY's failure to comply with any requirement of the ACT and the regulations issued pursuant thereto, or failure to comply in any respect with the PROGRAM described herein. Further, CITY shall defend, indemnify and hold harmless COUNTY, its officers, employees, and agents against any and all liability for injury or damage caused by any act or omission of CITY or any of CITY's employees or volunteers in the performance of the contract or PROGRAM and CITY shall hold COUNTY harmless from any and all loss occasioned in the performance of, or otherwise arising out of, this Agreement or PROGRAM.

15. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until the CDBG/HOME/ESG Funds and program income received with respect to activities carried out during the three-year qualification period (Federal fiscal years 2024, 2025 and 2026) are expended and the funded activities completed. CITY will be included in the urban county for the entire three years period funded by CDBG/HOME/ESG Funds from Federal fiscal years 2024, 2025 and 2026. Appropriations may not be withdrawn from the urban county during this agreement period. During the three year qualification period, Federal fiscal years 2024, 2025 and 2026, CITY and any other included unit of general local government shall not withdraw from nor be removed from the Urban County and cannot terminate or withdraw from the cooperation agreement.

16. CITY agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

17. CITY agrees that COUNTY has final responsibility for selecting CDBG, ESG and HOME activities and annually filing the Annual Action Plan with HUD, although if the COUNTY is a member of a HOME Consortium, the Consortium submits the Plan developed by the COUNTY.

18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first mentioned above.

CITY OF DUBLIN,
A municipal corporation

_____
Linda Smith, City Manager

DATE:_____

ATTEST:_____
Marsha Moore, City Clerk

DATE:_____

APPROVED AS TO FORM:

_____
John Bakker, City Attorney

DATE:_____

COUNTY OF ALAMEDA

_____
President, Board of Supervisors

DATE:_____

ATTEST:_____
Clerk, Board of Supervisors

DATE:_____

APPROVED AS TO FORM:
Donna R. Ziegler, County Counsel

By: DocuSigned by: Kathleen J. Hall DA80827C6E24CB...
Kathleen J. Hall, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Agenda Item 8.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: May 2, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Community Development Block Grant Program Review
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will receive a report on the Community Development Block Grant (CDBG) program and consider becoming an Entitlement City and receiving funding directly from the U.S. Department of Housing and Urban Development (HUD) starting in 2024 or remaining in the Alameda County Urban County program. The City currently receives CDBG funding through the Urban County program administered by Alameda County Housing and Community Development (HCD). The City must notify HUD and the County of its decision by June 12, 2023.

STAFF RECOMMENDATION:

Direct Staff to either remain in the Alameda County Urban County program or pursue Entitlement City status and notify HUD and Alameda County HCD of the decision.

FINANCIAL IMPACT:

If the City remains part of the Urban County program, there would not be a change in financial impact. Becoming an Entitlement City is estimated to cost approximately $50,000 for consultant services to plan the program in Fiscal Year 2023-24 and would also include a provision of staff time. Program administration costs, including staffing, would begin in Fiscal Year 2024-25. These costs could be partially offset by the CDBG program which allows 20 percent of the annual funding allocation.

DESCRIPTION:

Background

The Community Development Block Grant (CDBG) program provides annual grants to states, cities, and counties to develop viable urban communities by expanding economic opportunities, principally for low-income and moderate-income persons and providing a suitable housing and living environment. The program is authorized under Title 1 of the Housing and Community

Development Act of 1974 and is administered by the U.S. Department of Housing and Urban Development (HUD). CDBG funds are allocated to local jurisdictions by HUD using a calculation based on relative levels of pre-1940 housing, poverty, overcrowding, population, and regional growth lag.

The City currently receives CDBG funds through the Urban County program administered by the Alameda County Department of Housing and Community Development (HCD). The Urban County program provides an opportunity for cities with a population of less than 50,000 to receive CDBG funds (cities over 50,000 may also choose to receive their CDBG allocation through the Urban County program). Dublin participates in the Urban County program through a Cooperative Agreement with unincorporated Alameda County and the cities of Albany, Emeryville, Newark, and Piedmont.

Dublin's participation provides approximately $245,000 in CDBG funds to the Urban County program. A portion of those funds are allocated specifically for Public Service Grants to fund programs in Dublin, a portion is allocated to countywide service programs, and a portion is placed into a pool of funds for Capital Grants that are available to the Urban County jurisdictions on a competitive basis to fund capital improvements.

Alameda County handles most of the required program administration, including preparation of the Consolidated Plan, Annual Action Plan, and Citizen Participation Plan. The Consolidated Plan must be prepared every five years, and includes a needs assessment, market analysis, anti-poverty strategy, goals, and projections. The Annual Action Plan is prepared by the County prior to the start of each fiscal year and identifies the goals, projections, and budget for the year. HUD also requires extensive reporting and program monitoring which is handled by the County. This includes year-end and quarterly reporting of data on people served, demographics, etc., administration of financial disbursements to grantees, periodic monitoring of every grantee, and financial reporting on expenditures and balances.

Alameda County HCD administers certain CDBG funded programs that benefit all of the Urban County jurisdictions. This includes administering a contract with ECHO Housing to provide tenant/landlord and fair housing services. The County also funds the Minor Home Repair Program administered by Healthy Homes, and a Rental Housing Rehabilitation program that is available to Urban County jurisdictions.

Dublin's share of discretionary CDBG funds are distributed through Public Service Grants and Capital Grants. Public Service Grants are awarded through the City's Human Services Grants Program to local non-profit organizations serving Dublin in conformance with program guidelines. These grants are awarded annually by the Dublin City Council after reviewing recommendations made by the Dublin Human Services Commission and includes funding for programs like Meals on Wheels for Dublin’s Homebound Seniors. Public Service Grants are limited to 15 percent of the total annual CDBG funding allocation. Historically, Dublin has received more than its share of the 15 percent Public Service Grant allocation by utilizing funds that have gone unused by the other Urban County jurisdictions. For Fiscal Year 2022-2023, Dublin was awarded approximately $85,000 in public services grants. However, the City’s allocation for Fiscal Year 2023-24 will be reduced to approximately $45,000. This allocation is lower due to other participants in the Urban

County program using their full allocation so there are fewer unused funds that Dublin can utilize.

The Capital Grant program is administered by Alameda County to provide funding for capital improvements. Organizations apply to the County with the City taking the lead on the application submittal. Approximately $475,000 is available annually to share amongst the Urban County jurisdictions. This includes a $350,000 +/- "capital pool" which is available for projects through an RFP program, and approximately $125,000 in previously programmed categories like Rental Housing Rehabilitation and Preservation, and Minor Home Repair. The "capital pool" funds are shared amongst the Urban County jurisdictions and awarded to projects on a competitive basis. The amount of money available for projects in Dublin can vary from year to year.

Historically, Dublin's CDBG program efforts have primarily focused on Public Service Grants. However, during the 2020 program review, Staff identified the opportunity for the City to expand its CDBG program by utilizing Capital Grant Funds. Since that time, the City has secured $1,049,130 in capital funds for service organizations as shown in Table 1 below. For example, Dublin was able to obtain $419,130 in Capital Grant funding this fiscal year as part of the Urban County program. This includes $200,000 for Axis Community Health to acquire property for a new facility in Livermore which will serve the greater Tri-Valley area, and $219,130 for the School of Imagination to expand their parking lot and increase their program enrollment in Dublin. This funding level is more than the $350,000 capital grant budget due to carryover of prior year unspent capital funds. Table 1 below provides the capital grant funding amounts that Dublin received over the last 10 years.

Table 1. Capital Grant Funding FY 2013-14 through FY2022-23

Recipient	Fiscal Year	Amount
None	FY2013-14	$ -
None	FY2014-15	$ -
None	FY2015-16	$ -
None	FY2016-17	$ -
None	FY2017-18	$ -
None	FY2018-19	$ -
None	FY2019-20	$ -
Open Heart Kitchen	FY2020-21	$ 330,000
Open Heart Kitchen	FY2021-22	$ 300,000
Axis Community Health	FY2022-23	$ 200,000
School of Imagination	FY2022-23	$ 219,130
Total		$ 1,049,130

The City is required to act every three years to stay in the Urban County program or become an Entitlement City. The City first became eligible to participate as an Entitlement City in 2014 when the population reached 50,000. The City Council decided in 2014, 2017, and 2020 to remain in the Urban County program. The City must again decide to either: 1) remain in the Urban County program and enter into a new three-year Cooperative Agreement; or 2) become an Entitlement City and initiate the process to establish that program. The City must inform HUD and Alameda

County HCD of its decision by June 12, 2023.

Analysis

The City of Dublin has the option to become an Entitlement City and receive CDBG funds directly from HUD and to take over administration of the CDBG program beginning in 2024 or to remain part of the Urban County program. Table 3 below provides a comparison of the CDBG components for Dublin under the current Urban County program and as an Entitlement City. All dollar amounts are based on Fiscal Year 2022-2023 funding and by estimated Entitlement City figures provided by HUD.

Table 2. Urban County & Entitlement City Program Matrix

Program Component	Urban County Program (FY 2024/2025)	Entitlement City (Estimated)
CDBG Annual Allocation (Allocated to programs noted below)	$245,000 (estimated portion of Urban County funds attributable to Dublin's participation in the program. These funds are not the exclusive use of Dublin nor are they a cap on annual funding available to Dublin based programs and services)	$245,000 +/- (estimated total amount that would be available to Dublin in year 1 of the program)
Public Service Grants (To non-profit service providers and limited to 15% max. of annual allocation)	$36,750 (Note: Can utilize unused Urban County funds to increase this amount. For example, Dublin awarded $85,000 in FY 2022/23 by accessing unused funds from other Urban County jurisdictions)	$36,750 (estimated total amount based on the above number)
Capital Grants (To non-profit organizations for capital improvements)	Portion of $350,000 Urban County pool awarded by County (Recent examples include: Axis Health $200K facility acquisition funding, School of Imagination $219K parking lot expansion funding)	$159,250 total to be allocated by Dublin through RFP (Unused funds can be carried over into future years with certain limitations)
Economic Development (Job creation for small, low income owned or operated businesses)	Amount varies per year and determined by program administration and funded from the annual CDBG allocation based on program priorities.	Amount varies per year and determined by program administration and funded from the annual CDBG allocation based on program priorities.
Tenant-Based Rental Assistance (Emergency housing funds available partly from CDBG program, and partly HOME)	This program is administered directly through the Urban County.	CDBG can be used for related support services outside of 15% services cap. HOME funds are used to provide financial assistance.

HOME Funds (rental assistance, down payment assistance, homebuyer counseling, affordable housing production)	Share of $585,000 pool awarded on competitive basis to organizations serving Urban County jurisdictions.	$75,000 (program administered by City, but funds continue to be administered by HCD)
HUD 108 Loans (For Capital Projects or Programs as 20-year, low interest loan)	Available only in partnership with an Entitlement City (example: Axis Health and the City of Livermore which is an Entitlement City)	Up to 5x CDBG allocation (total cumulative balance of all outstanding HUD 108 Loans cannot exceed this amount)
Program Administration (20% max. of annual allocation to cover program administration, and preparation of Consolidated Plan, Annual Action Plan, Citizen Participation Plan)	$6,600 to Dublin; and $42,400 to Alameda County	$49,000 to Dublin
Consolidated Plan	Prepared every 5 years by County with staff input (costs offset by Program Administration funds)	Prepared every 5 years by the City (estimated cost: $50,000)
Annual Action Plan and Citizen Participation Plan	Prepared annually by County with staff input (costs offset by Program Administration funds)	Prepared annually by City (costs offset by Program Administration funds)
Monitoring and Reporting to HUD	Prepared annually by the County	Prepared annually by the City

Comparable/Nearby Entitlement Cities

Table 3 below provides the CDBG allocation for FY2022-23 for comparable and nearby Entitlement Cities.

Table 3. Comparable Entitlement City Annual Allocations

City	Population July 1, 2021 Estimate	CDBG Allocation FY 2022/23*
Walnut Creek (Contra Costa County)	69,700	$ 357,700
Pleasanton (Alameda County)	78,250	$ 338,800
Milpitas (Santa Clara County)	79,000	$ 648,000
Livermore (Alameda County)	86,800	$ 334,200
Dublin (Alameda County)	71,700	$ 245,000

*Entitlement City figures for Dublin estimated based on information provided by HUD.
Census Data from US Census Bureau

The cities of San Ramon (population 86,000) and Brentwood (population 65,000) are examples similar in size and demographics to the City of Dublin that are not Entitlement Cities and are not currently planning to change their status.

As an example of how CDBG funds can be spent by category, Table 4 below shows how the cities of Livermore and Pleasanton propose spending their annual CDBG allocations as Entitlement Cities in FY2022-23.

Table 4. Livermore and Pleasanton CDBG Allocation by Category FY2022-23

Program Component	Livermore	Pleasanton
Capital Grants		
HUD Section 108 Loan Repayment (for Axis Community Health Clinic)	$ 28,425	$ 24,749
Axis Community Health New Service Dental Site	$ -	$ 195,483
Tri-Valley Haven - Rental Assistance	$ 47,905	
Abode Services - Rapid Re-Housing	$ 32,184	
Hagemann Farm Loan Repayment	$ 91,445	
Public Service Grants		
Open Heart Kitchen	$ 22,023	$ 25,965
Spectrum Community Services	$ 35,521	$ 24,857
Administration	$ 76,725	$ 67,763
Total	$ 334,228	$ 338,817

Urban County Program

Over the last three years the City of Dublin has benefitted from being the Urban County program and having use of Capital Grants from the Urban County Pool while also using more than our share of the funds from the pool of Urban County Public Service Grants. If Dublin were to remain in the Urban County program, there would continue to be opportunities for the City to seek unused funds from both pools of money to fund programs in Dublin using CDBG funds. The City could also potentially utilize CDBG Economic Development funds for job creation/retention activities including establishment, stabilization and expansion of small businesses if they are either owned by low-income people or employ low-income workers.

Entitlement City

Becoming an Entitlement City would provide the City with greater control over CDBG program administration and certainty regarding annual Capital Grant funding. However, it could also reduce the maximum amount of potential Capital Grant and Public Service Grant funding available each year because the City could no longer utilize unused funds in the Urban County pool. The change in control would also result in additional work to administer the program including the upfront consultant time and cost to plan the program. Staff believes significant additional staff time would be necessary to manage the CDBG start up and ongoing program administration. This would either come in the form of redeployed staff resources or staff augmentation through a consultant.

ENVIRONMENTAL REVIEW

This information report is not subject to the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378 as it does not meet CEQA's definition of a

project and will not result in direct or indirect physical changes in the environment.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
Prepared by: Michelle Sung, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services.

FINANCIAL IMPACT:

The second amendment to the agreement with HF&H Consultants, LLC extends the term for two years, through June 30, 2026, (for a total contract term of five years) and increases the not-to-exceed compensation by $45,900, which includes $15,000 contingency, for a total contract amount of $268,975 since project inception. The increased compensation is funded by the City's Alameda County Waste Reduction and Recycling Initiative (Measure D) Fund, and there is sufficient appropriation to cover the additional costs. There is no impact to the General Fund.

DESCRIPTION:

On June 1, 2021, the City Council adopted Resolution 55-21 approving an agreement with HF&H Consultants, LLC for Senate Bill (SB) 1383 and Solid Waste Franchise support services for a term of two years and a not-to-exceed compensation amount of $111,075. (Attachment 3). On April 5, 2022, the City Council adopted Resolution 25-22 amending the agreement to include additional scope of work for as-needed franchise agreement technical assistance, such as performance and compensation reviews. The amendment also extended the term of the services by 12 months and increased the not-to-exceed compensation amount to $223,075 (Attachment 4).

Staff recommends a second amendment to the agreement with HF&H Consultants, LLC, to include additional scope of work to provide additional SB 1383 assistance, extend the term of services by two years to June 30, 2026, and increase the not-to-exceed compensation amount by $45,900 to a new total of $268,975. The additional compensation includes $15,000 of contingency for as-needed, technical assistance.

Specifically, the proposed amendment to the agreement includes the following additional tasks that will be completed on a time-and-materials basis:

- Support compost brokering. HF&H Consultants will facilitate an arrangement with Agromin Inc. to broker SB 1383's required quota of recovered organic waste each year. Agromin manufactures soil products for farmers, landscapers, and gardeners, including SB-1383-compliant compost and mulch. The scope includes negotiating and facilitating a review of an agreement with Agromin and working with Agromin at each reporting milestone to ensure the City is on track to meet its annual SB 1383 procurement requirement. Through this arrangement with Agromin, recovered organic waste materials would be brokered out to end users in agriculture and landscaping throughout California.
- Support modification of the Dublin Municipal Code and design guidelines for development projects. HF&H Consultants will work with Staff to modify the Dublin Municipal Code to clarify requirements for new and existing development related to SB 1383 requirements for the provision of adequate space for recycling and organics containers.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
2) Exhibit A to the Resolution – Amendment to the Agreement with HF&H Consultants, LLC
3) Agreement with HF&H Consultants, LLC
4) Amendment #1 to the Agreement with HF&H Consultants, LLC

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #2 TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SENATE BILL 1383 AND SOLID WASTE FRANCHISE SUPPORT SERVICES

WHEREAS, in March 2021, the City issued a Request for Proposals (RFP) for Solid Waste Franchise Agreement Amendment and California Senate Bill (SB) 1383 Implementation Assistance for support with contract negotiations with the City of Dublin's franchised waste hauler, Amador Valley Industries; and

WHEREAS, Staff reviewed and evaluated the proposal in accordance with the RFP rating criteria and the City entered into an agreement with HF&H Consultants, LLC for solid waste franchise agreement amendment and SB 1383 implementation services; and

WHEREAS, the City amended the agreement with HF&H Consultants, LLC on April 5, 2022 to increase the scope of work, increase the compensation, and extend the term of the contract; and

WHEREAS, the City wishes to further amend the agreement with HF&H Consultants, LLC to expand the scope of work, increase the compensation, and extend the contract term to June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve Amendment #2 to the agreement with HF&H Consultants, LLC, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Amendment, and make any necessary, non-substantive changes to the Amendment to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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AMENDMENT #2 TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HF&H CONSULTANTS, LLC

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONSULTANT ") entered into a CONSULTANT Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on April 5, 2022, the CITY and CONSULTANT amended the AGREEMENT to add scope, budget, and extend the term of service to June 30, 2024; and

WHEREAS, the scope of work in the existing AGREEMENT is on-going; and

WHEREAS, the CITY and CONSULTANT now mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2026; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to update the compensation schedule by modifying Exhibit B of the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 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 on a month-to-month basis for up to 6 months 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.

2) Section 2 shall be rescinded in its entirety and replaced with the following:

Compensation. City hereby agrees to pay Consultant a sum not to exceed $268,975, which includes a $15,000 contingency notwithstanding any contrary

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indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, 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 subconsultants 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 subconsultants may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

4) Revised Exhibit B (Compensation Schedule & Reimbursable Expenses) of the AGREEMENT is amended per the attached.

5) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Dated: _____

HF&H CONSULTANTS, LLC

By: DocuSigned by: Rob Hilton
Rob Hilton, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

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2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Tasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of work for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H

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will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal Coad language and/or design guidelines for the City's consideration. The scope of work for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Consultant shall provide the services at the hourly rates shown in the table below. A new fee schedule is issued at the beginning of each year, as approved by the City.

	Executive	Project Manager	Project Advisor	Lead Analyst
Hourly Rate	$305	$225	$165	$115

Standard charges for common reimbursable direct expenses are as follows:

Automobile Travel – Prevailing IRS mileage rate

*Mileage fees are based on the round-trip distance from the point of origin.
*Reimbursable expenditures shall be itemized and provided as part of submitted invoices.

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HF&H CONSULTANTS, LLC**

THIS AGREEMENT for contract services is made by and between the City of Dublin ("City") and HF&H Consultants, LLC ("Contractor") (together sometimes referred to as the "Parties") as of June 2, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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 June 30, 2023 the date of completion specified in Exhibit A, and Contractor 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 Contractor 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 on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor 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. Contractor 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 Contractor is engaged.

1.3 Assignment of Personnel. Contractor 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, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Contractor 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 Contractor's obligations hereunder.

1.5 [Intentionally Deleted]

1.6 [Intentionally Deleted]

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $111,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be

performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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.** Contractor 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:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- 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 Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor 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 Contractor 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 Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor 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 Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor 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, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 Safety Requirements. In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor 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 Contractor. 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, Contractor 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 City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation 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. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 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 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 Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor'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 Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor 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 All Policies Requirements.

4.3.1 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.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor 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 Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor 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 Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 **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).

4.3.5 **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.

4.3.6 **Subcontractors.** Contractor 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.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, 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 Contractor's performance of the Services 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.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor 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 Contractor 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 Contractor accepts or rejects the tender of defense, whichever occurs first.

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 Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor 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 Contractor only insofar as the results of Contractor'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 Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor 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 Contractor 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, Contractor 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 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor 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.** Contractor represents and warrants to City that Contractor 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. Contractor represents and warrants to City that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor under this Agreement.

Contractor 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 Contractor.

Contractor 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, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

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. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide

Contractor 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 Contractor 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 Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be 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 Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** 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 Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor 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 Contractor 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 **Contractor's Books and Records.** Contractor 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 Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor 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.

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 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor 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.*

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **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.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

HF&H Consultants, LLC
Att: Rob Hilton, President
201 North Civic Drive, Suite 230
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Dublin
Att: Michelle Sung, Environmental Technician
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 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 Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor 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

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

DocuSigned by:
Linda Smith
E3383BCFFC044E0...
Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70816D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38978DG484...
City Attorney

HF&H Consultants, LLC

DocuSigned by:
Rob Hilton
88276C889GEC47F...
Rob Hilton, President

3070365.1

EXHIBIT A

SCOPE OF SERVICES

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for this project shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.
2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

EXHIBIT B

COMPENSATION SCHEDULE

Executive	Project Manager	Project Advisor	Lead Analyst	Admin	Labor
$ 305	$ 225	$ 260	$ 165	$ 115	Hours

AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HF&H CONSULTANTS, LLC

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as " CONTRACTOR ") entered into a Contractor Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the scope of work in the existing AGREEMENT is on-going and additional budget is required to complete the scope of work; and

WHEREAS, the CITY and CONTRACTOR mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1 shall be rescinded in its entirety and replaced with the following:

SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as revised 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.

2) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Contractor 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 Contractor 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 on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor 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.

3) Section 2 shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $223,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

4) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

5) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: Linda Smith E33836CFFC044E0...
Linda Smith, City Manager

Dated: 4/14/2022

HF&H CONSULTANTS, LLC.

By: DocuSigned by: Rob Hilton 88276C880CEC47F...
Rob Hilton, President

ATTEST:

By: DocuSigned by: Marsha Moore 9BB70813D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Jordyn Bishop for 5ED7F38973DC484...
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Agenda Item 4.4

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Wesco Graphics, Inc. for Commercial Printing Services
Prepared by: Shari Jackman, Communications Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a two-year agreement with Wesco Graphics, Inc. for the printing and distribution of the City's newsletters and activity guides.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement With Wesco Graphics, Inc. for Commercial Printing Services.

FINANCIAL IMPACT:

The two-year agreement has a not-to-exceed amount of $140,415.74. Funding for the first year of services is included in the Fiscal Year 2023-24 Adopted Budget and funding for the remainder will be included in next year's budget request.

DESCRIPTION:

The City has worked for several years with Wesco Graphics, Inc., in the printing and distribution of the City's four annual Activity Guides, the City Report, and Annual Report newsletters. To continue utilizing such contracted services over the next two years, Staff issued a Request for Proposals in May (Attachment 3) and received one response, which was again from Wesco Graphics.

The proposal from Westco Graphics is not to exceed $140,415.74 for a two-year term ending June 30, 2025. Per Chapter 2.36 of the Dublin Municipal Code, City Council approval is required for procurement of goods and services in excess of $45,000 (DMC 2.36.090). As such, Staff is recommending City Council approval to continue to utilize the services of Wesco Graphics.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreement With Wesco Graphics, Inc. for Commercial Printing Services
2) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Wesco Graphics, Inc. for Commercial Printing Services
3) 2023 Printing Services RFP

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENT WITH WESCO GRAPHICS, INC. FOR COMMERCIAL PRINTING SERVICES

WHEREAS, the City of Dublin requires printing services for its City Report, Annual Report, and Activity Guides; and

WHEREAS, Staff conducted a Request for Proposals for such services and received one proposal, which was from Wesco Graphics, Inc.; and

WHEREAS, the City has contracted with Wesco Graphics, Inc. for provision of printing and distribution over the last six years, and Staff has been pleased with the work; and

WHEREAS, Wesco Graphics, Inc. proposes a two-year service term for a not-to-exceed amount of $140,415.74 for printing services, which include distribution; and

WHEREAS, Section 2.36.090 of the Dublin Municipal Code requires City Council to approve of supplies, equipment, and services with a cost greater than or equal to forty-five thousand dollars ($45,000).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with Wesco Graphics, Inc., attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and make any necessary changes to carry out the intent of the Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
WESCO GRAPHICS, INC.
FOR
COMMERCIAL PRINTING SERVICES**

THIS AGREEMENT for Commercial Printing services is made by and between the City of Dublin ("City") and Wesco Graphics, Inc.,("Contractor") (together sometimes referred to as the "Parties") as of June 20, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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 June 30, 2025, and Contractor 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 Contractor 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 on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor 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. Contractor 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 Contractor is engaged.

1.3 Assignment of Personnel. Contractor 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, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Contractor 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 Contractor's obligations hereunder.

1.5 [Intentionally Deleted].

1.6 [Intentionally Deleted].

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $140,415.74, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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. Contractor 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:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- 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 Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor 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 Contractor 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 Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed $140,415.74. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor 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 Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor 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.

2.10 [Intentionally Deleted].

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 Safety Requirements. In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor 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 Contractor. 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, Contractor 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 City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation 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. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 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 Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor'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 Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor 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 All Policies Requirements.

4.3.1 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.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor 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 Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor 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 Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 **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).

4.3.5 **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.

4.3.6 **Subcontractors.** Contractor 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.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, 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 Contractor's performance of the Services 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.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor 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 Contractor 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 Contractor accepts or rejects the tender of defense, whichever occurs first.

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 Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor 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 Contractor only insofar as the results of Contractor'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 Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor 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 Contractor 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, Contractor 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 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor 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.** Contractor represents and warrants to City that Contractor 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. Contractor represents and warrants to City that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor under this Agreement.

Contractor 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 Contractor.

Contractor 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, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

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. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor 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 Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be 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 Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** 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

Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor 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 Contractor 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 **Contractor's Books and Records.** Contractor 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 Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor 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.

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 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor 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.*

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **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.

10.9 **Notices.** Any written notice to Contractor shall be sent to:
Wesco Graphics, Inc.
Attn: Betty Estes
410 E. Grant Line Rd. #B
Tracy, CA 95376

Any written notice to City shall be sent to:

City of Dublin
Att:_Jacqui Hatzikokolakis
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

10.11 **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.

10.12 **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 Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor 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

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	WESCO GRAPHICS, INC.
	DocuSigned by: Betty Estes EC94F20437F34D0...
Linda Smith, City Manager	Betty Estes, Vice President

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Printing, mailing (preparation and delivery, not actual postage), and delivery of the next eight (8) issues of Dublin's Activity Guide, two (2) issues each of the Annual Report, City Report, and up to two (2) miscellaneous newsletters. **Postscript CMYK files will be provided eight (8) business days ahead of the delivery dates noted below.**

1. **2023-24 Fall/Winter Guide**
   80 pages + 4-page cover
   24,500 copies
   2023 Annual Report (inserted):
   12 pages
   24,500 copies
   Delivered to the Post Office on **Tuesday, August 8, 2023, by 5:00 p.m.**

2. **2024 Spring Guide**
   72 pages + 4-page cover
   24,500
   Delivered to the Post Office on **Tuesday, January 9, 2024, by 5:00 p.m.**

3. **2024 Summer Camps & Aquatics Guide**
   56 pages + 4-page cover
   24,500 copies
   2023-24 City Report Inserted):
   20 pages
   24,500 copies
   Delivered to the Post Office **Tuesday, February 6, 2024, by 5:00 p.m.**

4. **2024 Summer Guide**
   88 pages + 4-page cover
   24,500 copies
   Delivered to the Post Office on **Tuesday, April 2, 2024, by 5:00 p.m.**

5. **2024-25 Fall/Winter Guide**
   80 pages + 4-page cover
   24,500 copies
   2024 Annual Report (inserted):
   12 pages
   24,500 copies
   Delivered to the Post Office on **Tuesday, August 6, 2024, by 5:00 p.m.**

6. **2025 Spring Guide**
   72 pages + 4-page cover

24,500 copies
Delivered to the Post Office on **Tuesday, January 7, 2024, by 5:00 p.m.**

7. **2025 Summer Camps & Aquatics Guide**
   56 pages + 4-page cover
   24,500 copies
   2024-25 City Report:
   20 pages
   24,500 copies
   Delivered to the Post Office on **Tuesday, February 4, 2024, by 5:00 p.m.**

8. **2025 Summer Guide**
   88 pages + 4-page cover
   24,500 copies
   Delivered to the Post Office on **Tuesday, April 1, 2024, by 5:00 p.m.**

9. **Newsletter #1 (TBD)**
   12 pages
   24,500 copies
   To be delivered on the same schedule with one of the above Activity Guides (TBD)

10. **Newsletter #2 (TBD)**
    12 pages
    24,500 copies
    To be delivered on the same schedule with one of the above Activity Guides (TBD)

Activity Guide Specifications
Finished size: 8.25" w x 10.5" h
Inside pages: 40# estar 84 brite; full bleeds; 4/4 full color
Cover: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery: To be verified at Pleasanton Post Office, and delivered to San Ramon Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining Guides to be boxed and delivered to 100 Civic Plaza, Dublin.

Annual Report & City Report Specifications
Finished size: 8" w x 10.25" h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required

Mailing & Delivery: Annual Report to be inserted (blown) into the Fall/Winter Guide; City Report to be inserted (blown) into the Summer Camps & Aquatics Guide; extras to be boxed and delivered to 100 Civic Plaza, Dublin.

Miscellaneous TBD Insert Specifications
Finished size: 8 w x 10.25 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery: To be inserted (blown) into an Activity Guide TBD; extras to be boxed and delivered to 100 Civic Plaza, Dublin.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

$11,250.60 – 2023-24 Fall/Winter Guide, 80 pages + 4-page cover, 24,500 copies
$7,536.80 – 2023 Annual Report (inserted), 12 pages, 24,500 copies
Contingent on delivery to the Post Office on **Tuesday, August 8, 2023, by 5:00 p.m.**
If received after Tuesday, August 8, 2023, a 15% discount will be applied to the invoice.
If received after Tuesday, August 15, 2023, a 30% discount will be applied to the invoice.
If received after Tuesday, August 22, 2023, this agreement will be terminated.

$10,560.79 – 2024 Spring Guide, 72 pages + 4-page cover, 24,500
Delivered to the Post Office on **Tuesday, January 9, 2024, by 5:00 p.m.**
If received after Tuesday, January 9, 2024, a 15% discount will be applied to the invoice.
If received after Tuesday, January 16, 2024, a 30% discount will be applied to the invoice.
If received after Tuesday, January 23, 2024, this agreement will be terminated.

$8,563.67 – 2024 Summer Camps & Aquatics Guide, 56 pages + 4-page cover, 24,500 copies
$11,936.80 – 2023-24 City Report Inserted), 20 pages, 24,500 copies
Delivered to the Post Office on **Tuesday, February 6, 2024, by 5:00 p.m.**
If received after Tuesday, February 6, 2024, a 15% discount will be applied to the invoice.
If received after Tuesday, February 13, 2024, a 30% discount will be applied to the invoice.
If received after Tuesday, February 20, 2024, this agreement will be terminated.

$11,940.41 – 2024 Summer Guide, 88 pages + 4-page cover, 24,500 copies
Delivered to the Post Office on **Tuesday, April 2, 2024, by 5:00 p.m.**
If received after Tuesday, April 2, 2024, a 15% discount will be applied to the invoice.
If received after Tuesday, April 13, 2024, a 30% discount will be applied to the invoice.
If received after Tuesday, April 20, 2024, this agreement will be terminated.

$11,250.60 – 2024-25 Fall/Winter Guide, 80 pages + 4-page cover, 24,500 copies
$7,536.80 – 2024 Annual Report (inserted), 12 page, 24,500 copies
Delivered to the Post Office on **Tuesday, August 6, 2024, by 5:00 p.m.**
If received after Tuesday, August 6, 2024, a 15% discount will be applied to the invoice.
If received after Tuesday, August 13, 2024, a 30% discount will be applied to the invoice.
If received after Tuesday, August 20, 2024, this agreement will be terminated.

$10,560.79 – 2025 Spring Guide, 72 pages + 4-page cover, 24,500 copies
Delivered to the Post Office on **Tuesday, January 7, 2025, by 5:00 p.m.**
If received after Tuesday, January 7, 2025, a 15% discount will be applied to the invoice.
If received after Tuesday, January 14, 2025, a 30% discount will be applied to the invoice.
If received after Tuesday, January 21, 2025, this agreement will be terminated.

$8,563.67 – 2025 Summer Camps & Aquatics Guide, 56 pages + 4-page cover, 24,500 copies
$11,936.80 – 2024-25 City Report, 20 page, 24,500 copies

Delivered to the Post Office on **Tuesday, February 4, 2025, by 5:00 p.m.**
If received after Tuesday, February 4, 2025, a 15% discount will be applied to the invoice.
If received after Tuesday, February 11, 2025, a 30% discount will be applied to the invoice.
If received after Tuesday, February 18, 2025, this agreement will be terminated.

$11,940.41 – 2025 Summer Guide, 88 pages + 4-page cover, 24,500 copies
Delivered to the Post Office on **Tuesday, April 1, 2025, by 5:00 p.m.**
If received after Tuesday, April 1, 2025, a 15% discount will be applied to the invoice.
If received after Tuesday, April 8, 2025, a 30% discount will be applied to the invoice.
If received after Tuesday, April 15, 2025, this agreement will be terminated.

$7,536.80 – Newsletter #1 (TBD), 12 pages, 24,500 copies
To be delivered on the same schedule with one of the above Activity Guides (edition TBD)

$7,536.80 – Newsletter #2 (TBD), 12 pages, 24,500 copies
To be delivered on the same schedule with one of the above Activity Guides (edition TBD)

$1,764 – Fees for inserting newsletters ($12 per 1,000)

TOTAL: $140,415.74

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

Activity Guide Printing Services

for the **City of Dublin**

Proposals must be received by: Wednesday, May 24, 2023 at 5:00 p.m.

Jacqui Hatzikokolakis
Graphic Design & Communications Coordinator
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following:

a) quoted amount,

b) satisfaction of previous clients.

DUBLIN

Request for Proposal
for
Printing Services

OVERVIEW

The City of Dublin prints four Activity Guides and two Annual Reports each year. All require bulk mailing services. This proposal covers two years' worth of printing services and bulk mail prep. Please provide a quote on printing, mailing (prep, not actual postage), and delivery of the next **eight issues** of Dublin's Activity Guide, plus **two issues each** of the Annual Report, and City Report. Mailing and delivery includes verifying at the Pleasanton Post Office on Black Avenue, Pleasanton, CA, and delivery to the San Ramon Post Office on Alcosta Boulevard in San Ramon, CA, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin. The extra Guides/Reports are to be boxed and delivered to Dublin Civic Center, 100 Civic Plaza, Dublin the same day.

PROJECT SPECIFICATIONS

2x Fall/Winter Guide
24,500 copies
80 pages + 4 page cover

2x Spring Guide
24,500 copies
72 pages + 4 page cover

2x Summer Camps & Aquatics Guide
24,500 copies
56 pages + 4 page cover

2x Summer Guide
24,500 copies
88 pages + 4 page cover

2x Annual Report, inserted (blown) into Fall/Winter Guide
24,500 copies
12 pages

2x City Report, inserted (blown) into Summer Camps & Aquatics Guide

24,500 copies
20 pages

Miscellaneous inserts TBD
2x Miscellaneous inserts, inserted (blown) into an Activity Guide TBD
24,500 copies
12 pages

Activity Guide
Finished size: 8.25 w x 10.5 h
Inside pages: 40# estar 84 brite; full bleeds; 4/4 full color
Cover: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: No unders or overs
Artwork: PDF (postscript CMYK files) provided; **hardcopy proof required**
Mailing & Delivery: To be verified at Pleasanton Post Office, and delivered to San Ramon Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining Guides to be boxed and delivered to 100 Civic Plaza, Dublin.

Annual Report & City Report
Finished size: 8 w x 10.25 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; **hardcopy proof required**
Mailing & Delivery: Annual Report to be inserted (blown) into the Fall/Winter Guide; City Report to be inserted (blown) into the Summer Camps & Aquatics Guide; extras to be boxed and delivered to 100 Civic Plaza, Dublin.

Miscellaneous inserts
Finished size: 8 w x 10.25 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; **hardcopy proof required**
Mailing & Delivery: To be inserted (blown) into an Activity Guide TBD; extras to be boxed and delivered to 100 Civic Plaza, Dublin.

CONSIDERATIONS

Please include any fees for hard copy proofs, corrections to the proof, fees for inserting the Annual Report and City Report, as well as any additional unforeseen fees that might be incurred.

If you are unable to quote according to these exact specifications, please make a note and provide alternatives.

PROCESS AND GENERAL CONDITIONS

1. Proposers shall submit proposals either electronically via email, or hard copy via regular mail to:

   Jacqui Hatzikokolakis
   Graphic Design & Communications Coordinator
   100 Civic Plaza
   Dublin, CA 94568
   jacqui.hatzikokolakis@dublin.ca.gov

2. Deadline for submitting the proposal is **Wednesday, May 24 at 5:00 p.m.** Postmarks or late submittals will not be accepted.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer.

SCHEDULE FOR RFP PROCESS

Tuesday, May 16, 2023	Request for Proposals mailed to consultants.
Tuesday, May 23, 2023	Deadline to submit questions to City of Dublin
Wednesday, May 24, 2023	Proposals are due no later than 5:00 p.m. on May 24, 2023 at the offices of the City of Dublin, City Manager's Office, 100 Civic Plaza, Dublin, CA 94568. Late submittals will not be accepted.
Thursday, May 25, 2023	Proposal Review
Tuesday, June 20, 2023	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Update to the Master Fee Schedule
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy (Resolution 160-12).

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

FINANCIAL IMPACT:

The financial impact will be based on the activity levels after the fee updates are adopted and in place. The annual increase of 4.63% is calculated based on changes in the December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers). The recommendations do not establish all fees at 100% recovery and the City would continue to subsidize some services in accordance with the adopted policy (Resolution 160-12).

DESCRIPTION:

In September 2012 the City Council adopted a User Fee Cost Recovery Policy (Fee Policy) that calls for an update to the Master Fee Schedule annually to keep pace with increases in the City's costs for providing services. The Fee Policy also states that changes to fees should be calculated based on changes in the preceding December Consumer Price Index (CPI) as provided in the Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers, which was recently updated to include Hayward and was renamed to the San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers. The CPI year-over-year increase for

December 2022 was 4.63%.

Based on the Fee Policy all fees that are updated annually are increased by the CPI to create the base fee, except where specifically stated otherwise in the Master Fee Schedule. The base fees are then rounded down to the nearest dollar and are listed on the Master Fee Schedule. In subsequent years, the prior year's base fee is multiplied by the CPI to create the new year's base fee, which is rounded down to the nearest dollar. Attachment 3 provides the base costs prior to rounding. Additionally, the Fee Policy allows for new fees to be added to the Master Fee Schedule as necessary. This process is continued until a new fee study is completed. The current fee study was presented and adopted by City Council on June 19, 2018 (Resolution 85-18). A new fee study will be undertaken in Fiscal Year 2023-24.

New Items for This Update

Electric Vehicle Charging Station (EVCS) Fees

The City's EVCS fee does not currently provide full cost recovery but is instead based on the approximate rate the City is paying for electricity for kilowatt hours (kWh) used. Additionally, the company that operates the EVCS collects a service charge, which is deducted as a percentage of the fee on each user payment and thus decreases the City's revenue. Staff recommends the EVCS fee be revised to include the operators service charge as a surcharge on the per kWh rate for the electricity. It should be noted that the proposed EVCS fee will still not likely cover the full cost, as the EVCS's are not connected to their own meters. Staff will be evaluating the overall costs as part of the next user fee update with the goal of 100% recovery.

Fire Safety Inspection (FSI) Fees

The current FSI Program was established during the transition from the Dougherty Regional Fire Authority to Alameda County Fire. It mandates approximately 678 low-fire-risk businesses, such as insurance agents, brokers, retail stores, and food and beverage tenants, to complete a paper fire questionnaire annually when renewing their business license and pay a $38 inspection fee. The program follows a cycle where businesses submit paper questionnaires for two years, followed by an in-person inspection by the fire department in the third year. After conducting an internal review and discussion, Staff recommends eliminating the Fire Safety Inspection fee and program entirely. The proposed approach involves having all businesses complete an annual fire questionnaire as part of their online business license renewal process. Any questionnaire indicating a potential fire risk would be flagged for review by the fire department. This system will be automated with the launch of EnerGov in early 2024.

The change offers several advantages including accelerating the renewal process for business owners and their staff, reducing City Staff time and enabling the fire department to focus on inspection of higher-risk establishments resulting in greater safety benefits, reducing costs for business owners by eliminating the $38 annual fee, and eliminating the need for finance to process FSI business license renewals unless a physical fire questionnaire is competed. Staff anticipates this change will lead to an estimated annual loss of revenue amounting to $26,000, however the estimated savings in staff time will offset this loss.

Parks and Recreation Program Fees

At its June 21, 2016 meeting, the City Council for the first time included the Parks and Recreation Program Fees as part of the Master Fee Schedule. Previously, these fees were listed separately from the Master Fee Schedule and were adopted by the Parks and Community Services Commission.

The Parks and Recreation Program Fees are set based on the Parks and Community Services (PCS) Pricing Policy which was adopted by the City Council on September 21, 2010 and revised on June 21, 2016. The revised and simplified Pricing Policy allows the fees to be set annually as part of the Master Fee Schedule, allows authority of the PCS Director to increase rates during the year (up to 20%) provided that these fees are then documented in the upcoming Master Fee Schedule, allows the PCS Director to establish rates during the fiscal year should new classes be added during that period, and allows for the City Council to adopt fees associated with current facility use policies as part of the Master Fee Schedule.

Below is a summary of the proposed adjustments for Fiscal Year 2023-24, which was presented to the Parks and Community Services Commission on June 19, 2023.

Adult Basketball

The fee range was raised to offset the cost of an increase in sports officiating services. A Request for Proposals was released in April resulting in a 20% difference. League pricing remains comparable with surrounding organizations. *Fee: Adult Basketball League - $624-$872 per team*

Fundraising Rate for Facility Rentals

At the October 18, 2022 meeting, the City Council adopted a resolution eliminating the fundraising fee for Dublin-based non-profit facility rentals.

Increase in Facility Rentals Rates for AV Specialist Support

To cover the cost of the City's new Audio-Visual Specialist, it is necessary to increase rates 6%-8% for facilities utilizing the employee. These include the Kolb Sunday School Barn, Senior Center, and Shannon Community Center. Additionally, the fee for facility staff increased by $1 per hour to accommodate the statewide minimum wage increase.

Athletic Fields (Refundable Security Deposit, Administrative Charges)

These fees have been clarified so that the refundable deposit is assessed per field/space, not per reservation, as most organizations utilize multiple spaces. In addition, a sports facility administrative charge fee was added to discourage groups from "blanketing" field reservation requests and making changes to permits at the last minute. This change will allow more residents and users to reserve spaces. Lastly, to limit the time that fields sit empty, or lights remain on for unused field time, Staff will assess this fee for groups who continuously fail to notify Staff of unused hours. Park Attendants will monitor this. The City Council approved an update to the Sports Fields and Stager Community Gymnasium Reservation Policies on June 6, 2023. *Fee: Security Deposit per field/court - $250, Administrative Charge: $25*

Community Garden

With the introduction of the Community Garden at Don Biddle Community Park, a rate of $50 per

plot and a $50 refundable deposit was implemented. The community garden has 39 plots, with two allocated for master gardener activities, and 37 available to Dublin residents. This fee is in line with other jurisdictions. *Fee: Garden Plot - $50 per year, Deposit - $50*

Kids Night Out
This activity was designed to give parents a night to themselves and typically occurs on a Friday evening. The scheduled activities include group games, recreation swim, dinner and snacks, crafts, and special speakers/visitors. The proposed range covers the cost of staffing, supplies, facility maintenance, and marketing. *Fee: $40 - $70 per registration*

Discontinued Memorial Benches and Boulders (Heritage Park)
All available memorial benches and boulders have been sold. This portion of the program has been completed and these items will be discontinued.

Internment Fees Cremation and Earth Burial
These fees have been increased to cover the rising costs of equipment rentals and delivery needed for interments at the Dublin Cemetery. *Fee: $375 per cremation burial, $6,800 for earth burial.*

Cricket Field Rental Rates
Cricket field rental fees are being proposed after researching field rates of surrounding organizations, however given the specialized nature of this field type, it was deemed difficult to obtain a similar comparison. The proposed fee considers the maintenance costs required to keep the field in pristine condition, including the upkeep of five cricket pitches. Affected user groups were notified of this fee in January 2023. *Fee: $78 per hour – Groups 1 and 2*

In addition to the above fee additions and updates, Staff has included administrative clean-up items such as the deletion of programs and activities that have been discontinued, program consolidations, and the correction of minor typos.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City
2) Exhibit A to the Resolution – City of Dublin Master Fee Schedule, Fiscal Year 2023-24
3) City of Dublin Master Fee Schedule Prior to Rounding

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING AN ANNUAL UPDATE TO THE MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY

WHEREAS, the California Constitution authorizes local government to recover the reasonable costs of providing services; and

WHEREAS, the City processes various permits, applications, and licenses, and offers various recreational program and facility rental opportunities; and

WHEREAS, on September 4, 2012, the City Council approved Resolution 160 -12 Establishing a User Fee Cost Recover Policy (Fee Policy) that specifies annual adjustments to fees for services provided by the City; and

WHEREAS, on June 19, 2018, the City Council adopted the comprehensive updated Master Fee Schedule; and

WHEREAS, the Fee Policy, allows new fees to be added to the City's Master Fee Schedule, when necessary, before the next comprehensive fee study in undertaken; and

WHEREAS, the new fees have been added to the Master Fee Schedule set forth in **Exhibit A**; and

WHEREAS, fees and charges for recreation programs set forth in **Exhibit A** are to be reviewed by the Parks and Community Services Commission on June 19, 2023, prior to being presented to the City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin adopts the Master Fee Schedule attached as **Exhibit A**.

BE IT FURTHER RESOLVED, that the updated fees identified in said Master Fee Schedule, shall be effective beginning July 1, 2023. For those items billed as "time and materials," the fees and overhead rates shown in **Exhibit A** shall be applicable to services provided beginning July 1, 2023.

BE IT FURTHER RESOLVED, that except as otherwise designed in **Exhibit A**, the fees therein shall be automatically adjusted annually using the adjustment methodology in Resolution No. 160-12 Establishing a User Fee Cost Recovery Policy adopted by the City Council on September 4, 2012.

PASSED, APPROVED AND ADOPTED this 20st day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2022-23

Adjusted by CPI change, Dec 2021 - Dec 2022 (+4.63%)

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
Section 1.0: General & Administrative				
120	Photocopies – (first page or 1-page document)	Reproduction of documents / cost for first page	$0.50*	$0.50*
121	Photocopies – (each additional page)	Reproduction of documents / cost per page after first page	$0.10*	$0.10*
122	Mailing of photocopies	Documents where a physical copy is requested to be mailed / per mailing	Actual Postage	Actual Postage
123	Retrieval of public documents	*(Info Only* - Established by State Law) Costs incurred for locating or collecting records / staff time	No Charge – Is included in per page cost	No Charge – Is included in per page cost
124	Copies of Political Reform Act 1974 Documents (Ca Govt Code 81008)	*(Info Only* - Established by State Law), any related documents / per page	$0.10*	$0.10*
125	Political Reform Act Retrieval (Ca Govt Code 81008)	*(Info Only* - Established by State Law) - retrieval of documents over 5 years old / per request includes multiple documents requested at the same time	$5.00**	$5.00**
126	Bound documents, reports including Budget; CAFR; etc.	General documents which shall not exceed the combined cost if the per page rate in #120 is used / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee
127	Special Copies: · Plans and Specifications For Construction · Maps · Aerial Photographs	Construction project plans and specifications; maps; may include oversized pages / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee
128	General Overhead	Unless defined elsewhere General City Overhead to be used for developing equivalent fees and charges / applied to actual costs	64.8%*	64.8%*
129	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
130	Electric Vehicle Charging Station Fee	Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City	$0.32 cents per kWh while plugged in to City-owned EV charging stations	$0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations
131	Passport Execution Fee	The Department of State has set the acceptance fee at $35 for jurisdiction who process Passport application	$35.00**	$35.00**
132	Passport Application Fee	The Application Fee which is collected on behalf of the US Department of State, will be charged at the current rate as specified by the US Department of State. These costs may also include any charges for delivery of the application.	Actual Cost	Actual Cost
Section 1.1: Finance / Business License				
Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare				
160	First Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check	$25.00 Set by State Law**	$25.00 Set by State Law**
161	Subsequent Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check after first	$35.00 Set By State Law**	$35.00 Set By State Law**
162	Annual Business Registration (License) Dublin Municipal Code Chapter 4.04.250(A)	*(Info Only* - Established by City Ord/Code) Annual Business License / per business	$28.00	$29.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
164	New Business Registration (License)	Registration fee	$102.00	$106.00
165	Itinerant Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Daily to a maximum of 5 days / per day	$46.00/day - Max. $230 per year	$48.00/day - Max. $240 per year
166	Temporary Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Temporary places of sale / daily	$46.00/day	$48.00/day
167	Master Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Master license for organizer / per permitted event	$42.00	$44.00
168	Business License Transfer Dublin Municipal Code Chapter 4.04.280	*(Info Only* - Established by City Ord/Code) Transfer is substantially similar to the ownership existing before the transfer / per transfer	$67.00	$70.00
169	Duplicate Business License Dublin Municipal Code Chapter 4.04.290	*(Info Only* - Established by City Ord/Code) Replace any license previously issued license	$25.00	$26.00
170	Delinquent Business License Processing Fee		$28.00	$29.00
171	Contract Retention Escrow Fee	Contractors may elect to have retention amounts paid to a third party escrow / per payment	$69.00	$73.00
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration				
408	Impact Fee Credit Statement	Per statement - Developers who request statements for credit balance	$131.00	$137.00
409	Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	Flat fee	$327.00	$342.00
410	Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	Flat fee	$327.00	$342.00
411	Original/Transfer agreement to establish a Fire Impact Fee Credit	Flat fee	$327.00	$342.00
412	Impact Fee Credit Application Processing Fee	Per invoice	$148.00	$155.00
413	Impact Fee Credit Invoice Change Fee	Flat fee	$185.00	$194.00
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)				
201	Livescan (Fingerprints)	Fingerprinting / per application - Outside Agency /DOJ Fees charged separately	$33.00	$34.00
202	Fingerprint Card	Card / non-electronic prints - Outside Agency/DOJ Fees charged separately	$50.00	$52.00
203	Police Report / Inspection Verification	Authorized release of a copy of a Police Report / per report	$5.00 Flat**	$5.00 Flat**
204	Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f) (1) and (2)	(Info Only - Established by State Law) Response to subpoena)	$15.00**	$15.00**
205	Records subpoena: photos saved to CD	Duplication of photo records / per CD	$76.00	$80.00
206	Visa Letter	Preparation of a Visa letter requested for foreign travel / per letter	$74.00	$77.00
208	Fix-It Ticket Sign-Off	Sign-off on ticket not issued by Dublin Police Services / per citation	$10.00	$10.00
209	Repossessed Vehicle Release - Ca. Govt Code 41612	(Info Only - Established by State Law) -Process and provide release document / per release	$15.00**	$15.00**
210	Towed / Stored Vehicle Release	Provide release documentation for towed and/or stored vehicle / per vehicle	$100.00	$100.00
Section 2.1: Police Services- Permits				

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
220	Alcohol Beverage Control (ABC) – One Day Permit	Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit)	$90.00	$94.00
221	Bingo Permit (Dublin Municipal Code Chapter 5.44)	Annual license issuance per the Municipal Code / per application	$130.00	$136.00
222	Dance Permit (Dublin Municipal Code Chapter 5.52)	Processing of a dance permit per the municipal code / per permit	$130.00	$136.00
223	Fortune Teller Permit (Dublin Municipal Code Chapter 4.08)	Processing of a fortune teller permit per the municipal code / per permit	$130.00	$136.00
224	Gun Dealer Permit	Processing of a Gun Dealer permit / per permit	$261.00	$273.00
225	Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20)	Processing of a massage establishment permit per the municipal code / per location	$443.00	$464.00
226	Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20)	Annual permit after initial massage establishment permit / per permit	$283.00	$296.00
228	Parade Permit (Dublin Municipal Code Chapter 5.12)	Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional)	$242.00	$254.00
229	Peddler Permit (Dublin Municipal Code Chapter 4.16)	Processing of a peddler permit per the municipal code / per application	$261.00	$273.00
230	Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12)	Processing of a secondhand dealer permit per the municipal code / per permit	$261.00	$273.00
231	Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76)	Processing of a taxi company (owner) permit per the municipal code / per initial permit	$261.00	$273.00
232	Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76)	Annual permit after initial Taxi Company (owner) permit / per permit	$261.00	$273.00
233	Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76)	Annual permit Taxi Driver (operator) permit / per permit	$261.00	$273.00
234	Tobacco Retailer License (Dublin Municipal Code Chapter 4.40)	Annual license issuance per the Municipal Code / per license	$328.00	$344.00
Section 2.2: Police Services- Hourly Rates				
PS1	Sheriffs Technician	Hourly rate for special services not otherwise defined / per hour	$105.00	$110.00
PS2	Sheriff's Deputy	Hourly rate for special services not otherwise defined / per hour	$210.00	$220.00
PS3	Sheriffs Sergeant	Hourly rate for special services not otherwise defined / per hour	$242.00	$254.00
Section 4.1: Fire Prevention Services Plan Review & Inspection				
The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate.				
	Plan Review & Inspection			
240	New Construction up to 5000 sq. ft.	Per application	$640.00	$670.00
241	New Construction 5000 sq. ft. to 45,000 sq. ft.	Per application	$1,379.00	$1,443.00
242	New Construction >45,000 sq. ft.	Per application	$1,801.00	$1,885.00
243	Tenant Improvement up to 5000 sq. ft.	Per application	$429.00	$449.00
244	Tenant Improvement 5000 sq. ft. to 45,000 sq. ft.	Per application	$535.00	$560.00
245	Tenant Improvement >45,000 sq. ft.	Per application	$640.00	$670.00
246	Custom Single-Family Residence ***	Per application	$324.00	$339.00
247	Processing, Review, Inspection & Approval of Licensed Care Facilities	Per application	$389.00	$407.00
248	Review and Approval of Improvement plans and/or maps	Per application	$263.00	$275.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
	Fire Alarm Systems – (New or Tenant Improvements)			
250	Fire Alarm System < 50 devices	Per application	$640.00	$670.00
251	Fire Alarm System > 50 devices	Per application	$1,169.00	$1,223.00
252	High-rise System	Per building	$1,907.00	$1,995.00
	Fixed Fire Protection Systems			
260	Medical Gas System	Per system	$640.00	$670.00
261	Hood Duct System	Per system	$640.00	$670.00
262	Halon or Clean Agent	Per system	$746.00	$780.00
263	Spray Booth per booth	Per system	$535.00	$560.00
	Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)			
270	System < 20 heads	Base fee per system	$535.00	$560.00
271	System > 20 heads	Base fee per system	$1,063.00	$1,112.00
272	Plus amount per head in excess of 100 heads	Per head	$6.00	$7.00
273	Underground Water Supply	Per system / tap	$1,063.00	$1,112.00
	Automatic Fire Sprinkler Systems, Residential– (New and Alterations)			
275	NFPA 13 D master plan check and inspection	Per system	$851.00	$890.00
276	Additional permits for already approved master plan	Per application	$640.00	$670.00
277	NFPA 13R system (per unit, per building)	Per unit up to 50 units.	$851.00	$890.00
278	NFPA 13 System	Per unit up to 50 units /Per System	$1,169.00	$1,223.00
279	Underground Water Supply	Per system / tap	$1,169.00	$1,223.00

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 4.2: Fire Prevention Services Regulated Activities				
300	Annual Permits - Group 1	Aerosol, Open Flames & Candles, Fire Hydrants and Valves, Open Burning, Open Flames and Torches	$111.00	$116.00
301	Annual Permits - Group 2	Carbon Dioxide Systems, Cellulose Nitrate Film, Combustible Fiber Storage, Compressed Gases, Cryogenics, Dry Cleaning Plants, Combustible Dust Producing Operations, Floor Finishing, Fruit & Crop Ripening, Fumigation, Repair Garages, HPM Facilities, Hot Work Operations, LP Gas, Liquid or Gas Fueled Equipment in assembly buildings, Lumberyards, Motor Fuel Dispensing Facilities, Rooftop Heliports, Wood Products, Magnesium, Misc. Combustible Storage, Organic Coatings, Industrial Ovens, Cutting and Welding, Storage of Scrap Tires	$168.00	$176.00
302	Annual Permits - Group 3	Temporary Membrane Structures and Tents >400 sq. ft.	$225.00	$236.00
303	Annual Permits - Group 4	Aviation Facilities, Amusement Buildings, Carnivals & Fairs, Exhibits & Trade Shows, Explosives, Flammable or Combustible Liquids, Hazardous Materials, High Piled Storage, Places of Assembly, Pyrotechnical Special Effects Material, Pyroxylin Plastics, Refrigeration Equipment, Spraying & Dipping Operations, Production Facilities, Live Audiences	$283.00	$296.00
304	Annual Permits - Group 5	Tire Rebuilding Plants	$398.00	$417.00
305	Annual Permits - Group 6	Waste Handling	$513.00	$537.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
306	Annual Permits - Group 7	Covered and Open Mall Buildings	$743.00	$778.00
307	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
	Annual Notice of Inspection (Self Inspection)			
~~344~~	~~Annual notice of inspection (Waived if business is subject to Annual Regulated Activity Permit)~~	~~Collected as supplement to the Annual Business Registration imposed under Dublin Municipal Code Chapter 4.04.250 / per year~~	~~$38.00~~	No Fee
Section 4.3: Fire Works Displays & Sales				
	Fire Works Displays			
350	Display Aerial Base Fee	Per event	$343.00	$359.00
351	Additional amount per shell group 60 shells	If applicable added to base fee	$147.00	$154.00
352	Additional amount per shell group 61-120 shells	If applicable added to base fee	$263.00	$275.00
353	Additional amount per shell group 121-181 shells	If applicable added to base fee	$263.00	$275.00
354	Additional amount per shell group 181-240 shells	If applicable added to base fee	$263.00	$275.00
355	Additional amount per shell group > 241 shells	If applicable added to base fee	$378.00	$395.00
	Fire Works Sales			
356	Fireworks Stand Application Dublin Municipal Code Chapter 5.24.070(B)	*(Info Only* - Established by City Ord/Code) Processing and administration of fireworks stands	$152.00	$159.00
357	Fireworks Stand Inspection	Cost to inspect sales locations	$210.00	$220.00
Section 4.4: Fire Prevention Services- Hourly Rates				
FR1	Deputy Fire Marshall	Hourly rate for special services not otherwise defined / per hour	$210.00	$220.00
FR2	Fire Code Compliance Officer	Hourly rate for special services not otherwise defined / per hour	$115.00	$121.00
Section 5.1: Housing Services Program Fees				
501	Below Market Ownership Units - Transaction Fee	Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial	$2,922.00	$3,057.00
502	Secondary Below Market Rate Unit - Transaction Fee	Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial	$1,633.00	$1,708.00
504	Annual Below Market Rate Rental Monitoring Fee - 20 units or less	Rental developments with Inclusionary units / per development with restricted rent	$1,365.00	$1,428.00
505	Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units	Rental developments with Inclusionary units / per development with restricted rent	$2,218.00	$2,321.00
506	Annual Below Market Rate Rental Monitoring Fee - 101 + units	Rental developments with Inclusionary units / per development with restricted rent	$3,195.00	$3,343.00
507	Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee	First follow up (base fee); additional follow up audits T&M	First Follow up $488.00 Additional - T&M	First Follow up $510.00 Additional - T&M
508	Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request	$1,089.00	$1,140.00
509	Secondary Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request	$615.00	$643.00
510	First time home loan program - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$2,062.00	$2,158.00
Section 6.1: Planning Division				

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.				
	Use Permits (TUP/CUP)			
550	Minor Use Permit	Per application	$1,146.00	$1,199.00
551	Minor Use Permit – Minor Amendment	Per application	$286.00	$299.00
552	Minor Use Permit – Major Amendment	Per application	$1,146.00	$1,199.00
553	Non-Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$1,719.00	$1,798.00
554	Non-Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$1,719.00	$1,798.00
555	Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$2,865.00	$2,997.00
556	Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$2,865.00	$2,997.00
559	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$573.00	$599.00
560	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$401.00	$419.00
561	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$1,719.00	$1,798.00
562	Temporary Use Permit - Minor	Per application	$286.00	$299.00
563	Temporary Use Permit – Major	Per application	T&M	T&M
564	Temporary Use Permit – Temporary Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #562 (Temporary Use Permit - Minor).	T&M	T&M
	Zoning Clearance-General			
570	Accommodations for persons with disabilities Review	Per application	No Fee	No Fee
571	Banner / Balloon/Searchlight	Per sign / balloon	$114.00	$119.00
572	Indoor recreational Facilities/Day Care Center/Scarlett Court	Per application	$573.00	$599.00
574	Zoning Clearance-General	Per application	$85.00	$89.00
575	Zoning Clearance – Housing Projects Eligible for Streamlined Approval	Per application	T&M	T&M
576	Zoning Clearance – SB 9 Unit Developments	Per application	T&M	T&M
	Variance			
580	Non-Residential Variance	Per application	T&M	T&M
581	Residential Variance	Per application	T&M	T&M
	Site Development Review (SDR)			
590	Site Development Review - General	Per application	T&M	T&M
591	Site Development Review – Residential Additions > 500 sq. ft.	Per application	T&M	T&M
592	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$372.00	$389.00
593	Site Development Review Waiver	Per request	$401.00	$419.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
594	Site Development Review Waiver for Projects' with Development Deposit Account	Time & Material	T&M	T&M
595	Site Development Review – Time Extension (Administrative Determination)	Per request	$257.00	$269.00
596	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$1,289.00	$1,349.00
597	Site Development Review Waiver – Permanent Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #593 (Site Development Review Waiver).	T&M	T&M
	PLANNED DEVELOPMENT (PD) PROCESSING			
600	Planned Development Application (Stage 1 / Stage 2)	Per application	T&M	T&M
601	Planned Development Minor Amendment –(Administrative Determination)	Per application	$586.00	$613.00
602	Planned Development Minor Amendment for Project's with Development Deposit Account	Time & Material	T&M	T&M
603	Planned Development Minor Amendment – (Planning Commission Determination)	Per application	T&M	T&M
604	Planned Development Major Amendment – (City Council Determination)	Per application	T&M	T&M
Section 6.2: Other Planning Fees				
	Other Charges			
610	Appeal of Action by Applicant	Per appeal	T&M	T&M
611	Appeal of Action by member of public (non-applicant)	Per appeal	$229.00	$239.00
612	Estoppel Certificate – Development Agreement	Per certificate prepared when requested by entity not a party to the Development Agreement	$267.00	$279.00
613	Heritage Tree Removal Permit	Per tree	$286.00	$299.00
614	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$74.00	$77.00
615	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
616	General Plan Amendment	Time & Material	T&M	T&M
617	Specific Plan Amendment	Time & Material	T&M	T&M
618	Tentative Map	Time & Material	T&M	T&M
619	Development Agreement	Time & Material	T&M	T&M
620	Lot line adjustment	Time & Material	T&M	T&M
621	Building division permit referral ***	Per application	$155.00	$163.00

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
Section 6.3: Planning Composite Hourly Rates & Overhead				
PL1	Composite City Planning Staff Hourly Rate (Includes Overhead)	Per Hour for T&M activities	$316.00	$330.00
PL3	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*

Section 7.1: Building and Safety Division – Building Permits (Total Valuation)

Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments.

Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E).

Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.

	Building Permits Based on Valuation Formula / $ Valuation * **			
700	$0-$500	Per calculated valuation	$50.00	$50.00
701	$501-$1,000	Per calculated valuation	$115.00	$121.00
702	$1,001-$2,000	Per calculated valuation	$177.00	$185.00
703	$2,001-$3,000	Per calculated valuation	$242.00	$254.00
704	$3,001-$4,000	Per calculated valuation	$276.00	$289.00
705	$4,001-$5,000	Per calculated valuation	$335.00	$351.00
706	$5,001-$10,000 (first $5000)	Per calculated valuation	$335.00	$351.00
707	$5,001-$10,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$58.00	$61.00
708	$10,001-$50,000 (first $10,000)	Per calculated valuation	$625.00	$656.00
709	$10,001-$50,000(each additional $1000 or fraction thereof)	Per calculated valuation	$32.00	$33.00
710	$50,001-$100,000 (first $50,000)	Per calculated valuation	$1,905.00	$1,976.00
711	$50,001-$100,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$30.00	$32.00
712	$100,001-$500,000 (first $100,000)	Per calculated valuation	$3,405.00	$3,576.00
713	$100,001-$500,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$25.00	$26.00
714	$500,001 and up (first $500,000)	Per calculated valuation	$13,405.00	$13,976.00
715	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$13.00	$14.00
716	Demolition permits and removal of underground tanks	Calculate using valuation factors above	50% of the fee calculation based on valuation	50% of the fee calculation based on valuation

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 7.2: Building and Safety Division – Master Plan Check / Green Building

	Building Permits Based on Valuation Formula /$ Valuation Single Family detached tract housing (when using a Master Plan Check)			
720	$100,001-$500,000 (first $100,000)	Per calculated valuation	$2,664.00	$2,788.00
721	$100,001-$500,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$12.00	$13.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
722	$500,001 and up (first $500,000)	Per calculated valuation	$7,464.00	$7,988.00
723	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$4.00	$4.00
	Building Permit State Surcharges			
725	California Building Standards Commission Green Building Valuation Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$1.00** for ea. $25,000 or fraction thereof	$1.00** for ea. $25,000 or fraction thereof
726	Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.13** per $1,000	$0.13** per $1,000
727	Non-Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.28** per $1,000	$0.28** per $1,000

Section 7.3: Building and Safety Division – Residential Flat Fees

The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.

	Residential Building Permits - Flat Fees			
730	Bathroom Remodel or Repair	Per bathroom	$428.00	$448.00
731	Electrical Appliances	Per Appliance - Installation of electrical appliances per "Service Explanation" #1	$119.00	$124.00
732	Electrical Circuits (first)	First or single circuit per "Service Explanation" #2	$119.00	$124.00
733	Electrical Circuits (each additional)	Fee for each additional circuit per "Service Explanation" #2	$20.00	$21.00
734	Electrical Panels (first)	First or single panel per "Service Explanation" #3	$176.00	$184.00
735	Electrical Panels (each additional)	Fee for each additional panel per "Service Explanation" #3	$55.00	$57.00
736	Fireplace Insert	Per single installation / per "Service Explanation" #4 and #5	$223.00	$233.00
737	Garbage Disposal	Per single installation / per "Service Explanation" #1	$97.00	$101.00
738	Gas Piping System	Per single installation / per "Service Explanation" #6	$218.00	$229.00
739	Hot Tub / Spa Portable	Per single installation "Service Explanation" #7	$218.00	$229.00
740	HVAC System	Per system / "Service Explanation" #8	$232.00	$243.00
741	Kitchen Remodel or Repair (w/o structural modifications)	Per permit, limited to one kitchen	$723.00	$756.00
742	Lawn Sprinkler System	Per system for any lawn sprinkler or irrigation system	$111.00	$116.00
743	Motors	Per "Service Explanation" #9	$232.00	$243.00
744	Plumbing Fixture	Per "Service Explanation" #1 and #2	$106.00	$111.00
745	Roofing Replacement (Residential)	For re-roofing a single family dwelling	$247.00	$259.00
746	Shower / tub replacement only	Per unit	$176.00	$184.00
747	Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015	Per permit	$450.00**	$450.00**
748	Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof) as defined by Government Code 66015	Each Kw above 15 of fraction thereof	$15.00**	$15.00**
750	Solar Pool Heating System	Per system (when not included with original pool permit)	$341.00	$357.00
751	Solar Water Heaters	Per application	$291.00	$304.00
752	Ventilation Fan	Per "Service Explanation" #10	$92.00	$97.00
753	Water Heater	Per "Service Explanation" #8	$106.00	$111.00
754	Water Piping System	Per single installation / per "Service Explanation" #6	$218.00	$229.00
755	Window Replacements (first 5 windows)	Per application containing 1-5 windows	$212.00	$221.00
756	Window Replacements (each additional window)	Additional per window charge added to base 1-5 window charge on same application	$11.00	$11.00

SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
1	For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).			
2	For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).			
3	For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits,			
4	For the installation, relocation or replacement of each vent or factory-built chimney.			
5	For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built			
6	For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or			
7	For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).			
8	For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water heater			
9	For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures, switches,			
10	For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).			
	Section 7.4: Building and Safety Division – Non-Residential Flat Fees			
	Non-Residential Building Permits - Flat Fees			
763	Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw)	Per Permit	$1,000.00**	$1,000.00**
764	Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw)	Per kilowatt between 51-250	$7.00**	$7.00**
765	Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw)	Per kilowatt above 251	$5.00**	$5.00**
766	Replacement in - kind Heating and or Air conditioning units	Per unit - “Service Explanation” #8	$712.00	$745.00
767	Water heaters - standard	Per water heater - "Service Explanation" #8	$176.00	$184.00
768	Reroof Base (Initial square)	Per initial square (10ft X 10ft) area	$137.00	$143.00
769	Reroof – Additional beyond base	Each additional square (10ft x 10ft) area or fraction thereof	$13.00	$14.00
	Section 7.5: Building and Safety Division – Construction Debris & Demolition			
771	Residential per C&D phase/bond required	Per Phase	$437.00	$458.00
772	Residential non-bonded project ****	Per application	$241.00	$253.00
774	Commercial - bonded	Per application	$437.00	$458.00
775	Commercial - non-bond	Per application	$241.00	$253.00

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

	Section 7.6: Building & Safety- Composite Hourly Rates & Overhead			
BS1	Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	Per hour for T&M activities	$244.00	$255.00
BS2	Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*
	Section 7.7: Building and Safety Division – Other Fees			

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.				
780	Additional plan checking, alternate means and methods applications, or plan revisions	Time and Materials	T&M	T&M
781	Certified Accessibility Specialist (CASp)- Meeting	Initial meeting and review; all other work is T&M	$1,461.00	$1,528.00
782	Code compliance survey	Initial 100 sq. ft.	$723.00	$756.00
783	Code compliance survey	Each additional 100 sq. ft. or fraction thereof	$26.00	$27.00
784	In-plant inspections	If inspection is required at a fabrication facility outside jurisdiction	T&M	T&M
785	Moved building inspection fee	Per building	T&M	T&M
786	Plan storage fee	Applies to plans required to be prepared by a professional engineer or architect	$11.00	$11.00
787	Re-inspection fee.	Per each re-inspection; on Multi-Family, fee is calculated per unit	$202.00	$212.00
788	Review geologic reports required by the Alquist-Priolo Special Studies Zones Act	Per application request	T&M	T&M
789	Service requested outside of regular working hours / business days (4 hour min)	Per hour with a four hour minimum	$276.00	$289.00
790	Special Investigations (Code compliance survey, lockout inspection or other special investigation.)	Per investigation; cost of investigation shall be in addition to the fees for any new installation made as part of the correction	T&M	T&M
791	Address Requests (single address) ***	Per Request	$129.00	$135.00
792	Address Requests (subdivision/multiple)	Time & Material	T&M	T&M
793	Issue permit refund	Per refund	$76.00	$80.00
794	Temporary Certificate of Occupancy	Per Application	$198.00	$207.00
795	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
796	Parking Lot Pavement Repair & Restriping Permit Processing	Per hour with a two hour minimum	T&M	T&M
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Section 8.1: Engineering / Public Works – Other Fees				
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.				
800	Copies - 24" x 36"	Per Sheet	$5.00*	$5.00*
801	Copies of Map - plotted GIS map		Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
802	Research Fee	Per 1/2 Hour	$167.00	$175.00
803	Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision	Time & Materials	T&M	T&M
804	Subdivision and Development Improvement Plan/Map Check	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum deposit; maximum $25,000)	T&M	T&M
805	Subdivision Inspections	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum initial deposit; maximum $100,000)	T&M	T&M
806	Special Study Review (i.e., Traffic Study)	New Fee: $5,000 Initial Deposit (Time & Materials)	T&M	T&M
807	Permit processing fee	Includes cost of processing grading or encroachment permit or misc. permit	$148.00	$155.00
808	Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft.	Base Permit cost up to 100 sq. ft.	$534.00	$558.00
809	Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft.	Additional permit cost per additional square foot in excess of 100 sq. ft.	$2.00	$2.00
810	Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft	Base Permit cost up to 50 sq. ft.	$668.00	$699.00
811	Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft	Additional permit cost per additional linear foot in excess of 50 sq. ft.	$2.00	$2.00
812	Constructing concrete driveways: residential	Per Driveway- Residential	$801.00	$838.00
813	Constructing concrete driveways: commercial	Per Driveway - Commercial	$1,335.00	$1,397.00
814	Constructing drain inlets, manholes, and connections to same	Connection of inlet	$1,068.00	$1,117.00
815	Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less	Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway	$114.00	$119.00
816	Encroachment Permit Resurfacing Surcharge – per sq. ft. after 100 sq. ft.	In addition to base charge for up to 100 sq. ft. – an additional per sq. ft.	$1.00 per square foot	$1.00 per square foot
817	Transportation / Oversized Vehicle Permits: Annual	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per annual permit application	$90.00**	$90.00**
818	Transportation / Oversized Vehicle Permits: Single trip	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per single trip application	$16.00**	$16.00**
819	Block party / street closure	Per application	See Encroachment Fee	See Encroachment Fee
820	Filming/Photography Within Public Right of Way - Professional Fee	Per Application	$789.00	$826.00
821	Filming / Photography Within Public Right of Way - Basic fee	Per application	See Encroachment Fee	See Encroachment Fee
822	Building division permit referral – residential ***	Per application	$650.00	$681.00
823	Building division permit referral - non residential	Per Application	$977.00	$1,022.00
824	Personal Wireless Service Facility Permit	$5,000 Initial Deposit (Time & Materials)	T&M	T&M
825	Watercourse Protection Permit	$15,000 Initial Deposit (Time & Materials)	T&M	T&M
826	ADA site compliance review	Per application	$977.00	$1,022.00
827	Newsrack Permit	Per application / single space in City-owned newsrack	$401.00	$419.00
828	Inspection: Public improvements construction; grading; encroachment permits	Per hour	T&M	T&M
829	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
830	Amended map or certificate of correction	Fixed Fee	$662.00	$693.00
831	Street Vacations/Abandonment, Right of Way Dedication Review	$2,000 Initial Deposit (Time & Materials)	T&M	T&M
832	Certificates of compliance, mergers, parcel map waivers	$3,000 initial deposit (Time & Materials)	T&M	T&M
833	Investigation fee/work without a permit (encroachment)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base $267.00	Base $279.00
834	Traffic control plan review (encroachment)	Fixed Fee	$391.00	$410.00
835	Processing extension of subdivision improvement agreement or development agreement (subdivision)	Time & Materials	T&M	T&M
836	Warranty inspection and project closeout (subdivision)	Fixed Fee	$977.00	$1,022.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
837	Condition of approval compliance review or single parcel review (no improvement plans)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base: $334.00 Over 1 Hour T&M	Base: $350.00 Over 1 Hour T&M
838	Grading Plan Review/Site Work Permit Review	$5,000 initial deposit (Time & Materials)/$2,500 initial deposit (Time & Materials)	T&M	T&M
839	Grading Inspection	$15,000 initial deposit (Time & Materials)	T&M	T&M
840	Erosion Control Review and Inspection	$1,000 initial deposit (Time & Materials)	T&M	T&M
841	Nuisance Abatement - Tree trimming, Sidewalk Repair	See muni code	See Muni Code	See Muni Code

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Section 8.2: Engineering- Cash Bond Required For Encroachment Permit (If No Surety Bond)				
850	Transverse and longitudinal trenches, road cuts, and other street excavation work – 50 square feet of less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*
851	Transverse and longitudinal trenches, road cuts, and other street excavation work – in excess of 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*
852	Concrete Sidewalk 50 square feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*
853	Concrete Sidewalk more than 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*
854	Concrete Curb and / or gutter of 30 linear feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*
855	Concrete Curb and / or gutter more than 30 linear feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $20.00/ linear ft. in excess of 30 linear ft.*	$500.00 + $20.00/ linear ft. in excess of 30 linear ft.*
856	Residential Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 Minimum*	$500.00 Minimum*
857	Commercial Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1,000.00 Minimum*	$1,000.00 Minimum*
858	Drop inlets, manholes and connections to same	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1.000.00 Minimum*	$1.000.00 Minimum*
859	Temporary street or lane closures	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	No Deposit / Bond Required	No Deposit / Bond Required
860	Miscellaneous encroachment work	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	Amount to be determined by the Public Works Director in accordance with the nature and scope of work	Amount to be determined by the Public Works Director in accordance with the nature and scope of work

Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits

Section 8.3: Engineering- Composite Hourly Rates & Overhead				
EN1	Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	Per hour for T&M activities	$334.00	$350.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
EN2	Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	Per hour for T&M activities	$267.00	$279.00
EN5	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	26%*	26%*
Section 8.4: Environmental Programs- Fees				
870	Building division permit referral	Flat Fee	$520.00	$544.00
871	Stormwater Treatment Measure Inspection	Per Hour	$267.00	$279.00
872	Storm Drain Medallion	Each Medallion	$11.00	$12.00
873	Stormwater Facility Inspections: Restaurant/Commercial	Flat Fee	$437.00	$458.00
874	Trash Capture/Enclosure Inspection	Flat Fee	$222.00	$232.00
875	Review of Annual Maintenance Reports of privately maintained post-construction	Flat Fee	$247.00	$259.00
876	Initial Annual Self Haul Permit	Annual Permit	$645.00	$675.00
877	Annual Self Haul Permit Renewal	Annual Permit	$385.00	$403.00
878	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
Section 8.5: Environmental Programs- Composite Hourly Rates				
ENV1	Environmental Coordinator	Per Hour	$225.00	$236.00
ENV2	Environmental Technician	Per Hour	$193.00	$202.00
ENV3	Office Assistant II	Per Hour	$134.00	$140.00
Section 9.1: City Attorney – Development Application Processing				
CA1	Overhead Rate – Applied to City Attorney Costs associated with Planning and Engineering Applications	Percentage applied to City costs	44%*	44%*
CA2	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
Section 10.1: Parks & Recreation Program Fees - Activity Fees**				
	Family Programs			
FP1	After School Recreation Resident	Individual Fee/Per Session	$794	$794
FP2	After School Recreation Non-Resident	Individual Fee/Per Session	$952	$952
FP3	After School Recreation Late Fee	Individual Fee/Flat fee plus per minute	$10/Plus $1 per minute	$10/Plus $1 per minute
FP4	Seasonal Half Day Camps Resident	Individual Fee/Weekly	$105	$105
FP5	Seasonal Half Day Camps Non-Resident	Individual Fee/Weekly	$126	$126
FP6	Seasonal Full Day Camps Resident	Individual Fee/Weekly	$338	$338

Section 9.1: City Attorney – Development Application Processing

For all development related activities noted as Time and Materials (T&M), the cost of the City Attorney shall be determined by applying the designated overhead factor to the Cost for City Attorney services incurred by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

Section 10.1: Parks & Recreation Program Fees - Activity Fees**

All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy.
(1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were new fees approved by the City Council

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
FP7	Seasonal Full Day Camps Non-Resident	Individual Fee/Weekly	$405	$405
FP8	Seasonal Full Day Camp with Waterpark Admission Resident	Individual Fee/Weekly	$408	$408
FP9	Seasonal Full Day Camp with Waterpark Admission Non-Resident	Individual Fee/Weekly	$490	$490
FP10	Camp Connector Lunch Hour Resident	Individual Fee/Weekly	$21	$21
FP11	Camp Connector Lunch Hour Non-Resident	Individual Fee/Weekly	$25	$25
FP12	Dublin L.E.A.D. Program Resident	Individual Fee/Summer Session	$119	$119
FP13	Dublin L.E.A.D. Program Non-Resident	Individual Fee/Summer Session	$143	$143
FP14	After School L.E.A.D. Resident	Individual Fee/Per Session	$592	$592
FP15	After School L.E.A.D. Non-Resident	Individual Fee/Per Session	$710	$710
	Preschool Programs			
PP1	Preschool - 3-Year Olds 2-days per week Resident	Individual Fee/Per Session	$631	$631
PP2	Preschool - 3-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session	$743	$743
PP3	Preschool - 4-Year Olds 2-days per week Resident	Individual Fee/Per Session	$665	$665
PP4	Preschool - 4-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session	$784	$784
PP5	Preschool - 3-Year Olds 3-days per week Resident	Individual Fee/Per Session	$908	$908
PP6	Preschool - 3-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session	$1,075	$1,075
PP7	Preschool - 4-Year Olds 3-days per week Resident	Individual Fee/Per Session	$950	$950
PP8	Preschool - 4-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session	$1,127	$1,127
PP9	Preschool - 4-Year Old Classes 4-days per week Resident	Individual Fee/Per Session	$1,404	$1,404
PP10	Preschool - 4-Year Old Classes 4-days per week Non-Resident	Individual Fee/Per Session	$1,671	$1,671
PP11	Camp Shamrock Preschool Half day Resident	Individual Fee/Weekly	$128	$128
PP12	Camp Shamrock Preschool Half day Non-Resident	Individual Fee/Weekly	$154	$154
	Senior Center Programs			
SC1	Activity Fee Resident	Individual Fee	$3-$16	$3-$16
SC2	Activity Fee Non-Resident	Individual Fee	$4-$19	$4-$19
SC3	Special Luncheons Resident	Individual Fee	$10-$21	$10-$21
SC4	Special Luncheons Non-Resident	Individual Fee	$13-$25	$13-$25
SC5	Dances Pre-Registration Resident	Individual Fee	$10-$26	$10-$26
SC6	Dances Pre-Registration Non-Resident	Individual Fee	$13-$31	$13-$31
SC7	Dances Day-Of Registration Resident	Individual Fee	$16-$42	$16-$42
SC8	Dances Day-Of Registration Non-Resident	Individual Fee	$19-$50	$19-$50
SC9	City Trips and Tours Resident	Individual Fee/Per trip	$16-$104	$16-$104
SC10	City Trips and Tours Non-Resident	Individual Fee/Per trip	$19-$125	$19-$125
SC11	Contracted Trips and Tours Resident	Individual Fee/Per trip	$26-$313	$26-$313
SC12	Contracted Trips and Tours Non-Resident	Individual Fee/Per trip	$31-$375	$31-$375
	Sports Programs			
SP1	Adult Basketball League Resident	Team Fee/Per Season	$520-$728	$624 - $872
SP2	Adult Basketball League Non-Resident	Team Fee/Per Season	$624-$874	$748 - $1,046
SP3	Adult Softball League Resident	Team Fee/Per Season	$520-$728	$520-$728
SP4	Adult Softball League Non-Resident	Team Fee/Per Season	$624-$874	$624-$874
SP5	Adult Sports League Late Fee	Team Fee/Per Season	$26	$26
SP6	Youth Winter Junior Warriors Basketball League Resident	Individual Fee	$191	$191
SP7	Youth Winter Junior Warriors Basketball League Non-Resident	Individual Fee	$229	$229
SP8	Youth Summer Junior Warriors Basketball League Resident	Individual Fee	$132	$132
SP9	Youth Summer Junior Warriors Basketball League Non-Resident	Individual Fee	$158	$158
SP10	Youth Tee Ball League Resident	Individual Fee	$125	$125

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
SP11	Youth Tee Ball League Non-Resident	Individual Fee	$150	$150
	Wave-Waterpark Admission Fees			
WV1	Daily Pass/Children under 2 Admission fees Resident	Individual Fee	$3	$3
WV2	Daily Pass/Children under 2 Admission fees Non-Resident	Individual Fee	$4	$4
WV3	Daily Pass/Under 40" Admission fees Resident	Individual Fee	$14	$14
WV4	Daily Pass/Under 40" Admission fees Non-Resident	Individual Fee	$17	$17
WV5	Daily Pass/Over 40" Admission fees Resident	Individual Fee	$16	$16
WV6	Daily Pass/Over 40" Admission fees Non-Resident	Individual Fee	$19	$19
WV7	Daily Pass/Military Personnel, veterans, reservists, active (up to 3 guests)	Individual Fee	$10	$10
WV8	Season Pass/Children under 2 Admission fees Resident only	Individual Fee	$21	$21
WV9	Season Pass/Under 40"/Mon-Thu, no holidays, resident only	Individual Fee	$78	$78
WV10	Season Pass/Over 40"/Mon-Thu, no holidays, resident only	Individual Fee	$89	$89
WV11	Season Pass/Family/Mon-Thu, no holidays, resident only	Family Fee	$281	$281
	Wave-Swim Lessons			
WV12	Ratio 1 Instructor to 8 Participants Resident	Individual Fee/Per Class	$10	$10
WV13	Ratio 1 Instructor to 8 Participants Non-Resident	Individual Fee/Per Class	$13	$13
WV14	Ratio 1 Instructor to 6 Participants Resident	Individual Fee/Per Class	$15	$15
WV15	Ratio 1 Instructor to 6 Participants Non-Resident	Individual Fee/Per Class	$18	$18
WV16	Ratio 1 Instructor to 5 Participants Resident	Individual Fee/Per Class	$21	$21
WV17	Ratio 1 Instructor to 5 Participants Non-Resident	Individual Fee/Per Class	$25	$25
WV18	Ratio 1 Instructor to 4 Participants Resident	Individual Fee/Per Class	$27	$27
WV19	Ratio 1 Instructor to 4 Participants Non-Resident	Individual Fee/Per Class	$33	$33
WV20	Ratio 1 Instructor to 2 Participants Resident	Individual Fee/Per Class	$36	$36
WV21	Ratio 1 Instructor to 2 Participants Non-Resident	Individual Fee/Per Class	$44	$44
WV22	Ratio 1 Instructor to 1 Participant Resident	Individual Fee/Per Class	$57	$57
WV23	Ratio 1 Instructor to 1 Participant Non-Resident	Individual Fee/Per Class	$69	$69
	Note: Total number of classes per session will vary.			
	Wave-Swim Team			
WV24	Junior Green Gators Resident	Individual Fee/Per Class	$13	$13
WV25	Junior Green Gators Non-Resident	Individual Fee/Per Class	$16	$16
WV26	Green Gators Resident	Individual Fee/Per Season	$359	$359
WV27	Green Gators Non-Resident	Individual Fee/Per Season	$431	$431
	Note: Junior Green Gators is based on 2 days/week or 4 days/week. Total number of classes per session will vary.			
	Wave-Recreational and Other			
WV28	Lap Swim/Water Walking Resident	Individual Fee/Per visit	$6	$6
WV29	Lap Swim/Water Walking Non-Resident	Individual Fee/Per visit	$8	$8
WV30	Kid's Night Out - Resident	Individual Fee	$58	$40-$70
WV31	Kid's Night Out - Non-Resident	Individual Fee	$69	$48 - $84
WV32	Birthday Party Package - Summer Season Resident	Individual Fee/Per Party	$31	$31
WV33	Birthday Party Package - Summer Season Non-Resident	Individual Fee/Per Party	$38	$38
WV34	Birthday Party Package - Off-Season Resident	Individual Fee/Per Party	$23	$23
WV35	Birthday Party Package - Off-Season Non-Resident	Individual Fee/Per Party	$28	$28
WV36	Public Address Announcements Residents	3 announcements	$26	$26
WV37	Public Address Announcements Non-Residents	3 announcements	$31	$31
WV38	Recreational Swim/Under 2 Years Resident	Individual Fee/Per Visit	$3	$3
WV39	Recreational Swim/Under 2 Years Non-Resident	Individual Fee/Per Visit	$4	$4
WV40	Recreational Swim/Over 2 Years Resident	Individual Fee/Per Visit	$6	$6
WV41	Recreational Swim/Over 2 Years Non-Resident	Individual Fee/Per Visit	$9	$9

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
	HERITAGE PARK & MUSEUMS			
HP1	Heritage Park Drop-In Programs	Heritage Park Drop-In Programs Per Person	Resident $3 Non-Resident $4	Resident $3 Non-Resident $4
HP2	Ghosts Of Dublin Tour	Per Person Admission Fee	Resident $15 Non-Resident $18	Resident $15 Non-Resident $18
HP3	Weekend History Events	Per Person Per Event	Resident $5-$15 Non-Resident $6-$18	Resident $5-$15 Non-Resident $6-$18
HP4	Group Tours	Per Person Per Tour	Resident $5 Non-Resident $6	Resident $5 Non-Resident $6
HP5	School Field Trips	Per Student Per Field Trip	Resident $4 Non-Resident $5	Resident $4 Non-Resident $5
HP6	Pioneer Activity	Per Student Per Activity	Resident $1.50 Non-Resident $2.50	Resident $1.50 Non-Resident $2.50
HP7	Group Tours Resident	Individual Fee/Per Tour	$5	$5
HP8	Group Tours Non-Resident	Individual Fee/Per Tour	$6	$6
HP9	School Field Trips Resident	Individual Fee/Per Trip	$4	$4
HP10	School Field Trips Non-Resident	Individual Fee/Per Trip	$5	$5
HP11	Pioneer Activity Resident	Individual Fee/Per Visit	$1.50	$2
HP12	Pioneer Activity Non-Resident	Individual Fee/Per Visit	$2.50	$3
	Community Garden - $50 deposit			
CG1	Yearly Garden Plot - Resident Only	Individual Fee/Per Year	NA	$50
CG2	Garden Plot Deposit Fee (Refundable)	Individual Fee/Per Year	NA	$50
	Contract Classes			
	For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director.		VARIES	VARIES
Section 10.2: Parks & Recreation Program Fees - Cemetery Fees for Heritage & Cultural Arts Center**				
CF1	Interment Fees Cremation Burial	Per Burial	$344	$375
CF2	Interment Fees Earth Burial	Per Burial	$5,194	$6,800
CF3	Memorial Bench with ability to hold human remains	Per Bench	$3,300	Discontinued - Sold Out
CF4	Memorial Boulder with ability to hold human cremations	Per Boulder	$2,800	Discontinued - Sold Out
CF5	Memorial Hawthorn Tree with Plaque, No Human Remains	Per Tree	$800	$800
CF6	Memorial Brick with Personalized Inscription, No Human Remains	Per Brick	$350	$350-$482
CF7	Adopt a Bench New with engraved plaque	Per Bench	$2,500	$2,500
CF8	Adopt a Bench Existing with engraved plaque	Per Bench	$1,500	$1,500
Section 10.3: Parks & Recreation Program Fees - Facility Rental Fees**				
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2 Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses			
	Additional Facility Rental Fees for Amenities			
FR1	Dance Floor, Stage, Piano, Linens, Cocktail Tables, Patio Heaters, Etc.	Per Amenity	$15-$200	$15-$200
FR2	Groups 1 and 2 Setup and Takedown Only During Business Hours	Per Hour/Per Staff	$17.00	$18.00

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
	Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)			
FR3	Groups 1 and 2 for purpose of meetings	Per Hour	No Fee	No Fee
FR4	Group 3 Resident	Per Hour	$94	$94
FR5	Group 3 Non-Resident	Per Hour	$113	$113
FR6	Group 4 Resident	Per Hour	$125	$125
FR7	Group 4 Non-Resident	Per Hour	$150	$150
	Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)			
	St. Raymond Church			
FR38	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$17	$18
FR39	Group 3 Resident	Per Hour	$63	$63
FR40	Group 3 Non-Resident	Per Hour	$75	$75
FR41	Group 4 Resident	Per Hour	$83	$83
FR42	Group 4 Non-Resident	Per Hour	$100	$100
FR43	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%
	St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone			
FR44	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$17	$18
FR45	Group 3 Resident	Per Hour	$60	$60
FR46	Group 3 Non-Resident	Per Hour	$72	$72
FR47	Group 4 Resident	Per Hour	$80	$80
FR48	Group 4 Non-Resident	Per Hour	$96	$96
FR49	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%
	Kolb Sunday School Barn			
FR50	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$26	$28
FR51	Group 3 Resident	Per Hour	$104	$111
FR52	Group 3 Non-Resident	Per Hour	$125	$134
FR53	Group 4 Resident	Per Hour	$140	$150
FR54	Group 4 Non-Resident	Per Hour	$168	$180
FR55	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate	10%	10%
	Lawn Area			
FR56	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff	$17	$18
FR57	Group 3 Resident	Per Hour	$78	$78
FR58	Group 3 Non-Resident	Per Hour	$94	$94
FR59	Group 4 Resident	Per Hour	$104	$104
FR60	Group 4 Non-Resident	Per Hour	$125	$125
	Library Community Room *Deposit of $500 (Update)			
FR61	Groups 1 and 2 for purpose of meetings	Per Hour	No Fee	No Fee
FR62	Group 3 Resident	Per Hour	$94	$94
FR63	Group 3 Non-Resident	Per Hour	$113	$113
FR64	Group 4 Resident	Per Hour	$125	$125
FR65	Group 4 Non-Resident	Per Hour	$150	$150
	Senior Center Facility Rental *Deposit of $750 (Update)			
	Ballroom			
FR66	Groups 1 and 2 for purpose of meetings	Per Hour	$48	$51
FR67	Group 3 Resident	Per Hour	$193	$207
FR68	Group 3 Non-Resident	Per Hour	$231	$247
FR69	Group 4 Resident	Per Hour	$256	$274
FR70	Group 4 Non-Resident	Per Hour	$308	$330
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays			
FR71	Groups 1 and 2 During Business Hours	Per Hour	$17	$18

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
FR72	Groups 1 and 2 Outside of Business Hours	Per Hour	$24	$24
FR73	Group 3 Resident	Per Hour	$83	$83
FR74	Group 3 Non-Resident	Per Hour	$100	$100
FR75	Group 4 Resident	Per Hour	$120	$120
FR76	Group 4 Non-Resident	Per Hour	$144	$144
	Classroom A			
FR77	Groups 1 and 2 Standalone Use Outside of Business Hours	Per Hour	$17	$18
FR78	Group 3 Resident	Per Hour	$39	$42
FR79	Group 3 Non-Resident	Per Hour	$46	$49
FR80	Group 4 Resident	Per Hour	$51	$55
FR81	Group 4 Non-Resident	Per Hour	$61	$65
	Classroom B			
FR83	Groups 1 and 2 Outside of Business Hours	Per Hour	$17	$18
FR84	Group 3 Resident	Per Hour	$29	$31
FR85	Group 3 Non-Resident	Per Hour	$35	$37
FR86	Group 4 Resident	Per Hour	$40	$43
FR87	Group 4 Non-Resident	Per Hour	$48	$51
	Classroom C/D			
FR88	Groups 1 and 2 Outside of Business Hours	Per Hour	$17	$18
FR89	Group 3 Resident	Per Hour	$39	$42
FR90	Group 3 Non-Resident	Per Hour	$46	$49
FR91	Group 4 Resident	Per Hour	$51	$55
FR92	Group 4 Non-Resident	Per Hour	$61	$65
	Meeting Room			
FR93	Groups 1 and 2 for purpose of meeting	Per Hour	$17	$18
FR94	Group 3 Resident	Per Hour	$18	$19
FR95	Group 3 Non-Resident	Per Hour	$21	$22
FR96	Group 4 Resident	Per Hour	$23	$25
FR97	Group 4 Non-Resident	Per Hour	$28	$30
	Shannon Center Facility Rental *Deposit of $750			
	Ambrose Hall			
FR98	Groups 1 and 2 Outside of Business Hours	Per Hour	$89	$95
FR99	Group 3 Resident	Per Hour	$261	$279
FR100	Group 3 Non-Resident	Per Hour	$313	$335
FR101	Group 4 Resident	Per Hour	$346	$370
FR102	Group 4 Non-Resident	Per Hour	$415	$444
	Outdoor Patio (separate from Ballroom rental) Monday-Thursday			
FR103	Groups 1 and 2 Outside of Business Hours	Per Hour	$31	$31
FR104	Group 3 Resident	Per Hour	$123	$123
FR105	Group 3 Non-Resident	Per Hour	$148	$148
FR106	Group 4 Resident	Per Hour	$164	$164
FR107	Group 4 Non-Resident	Per Hour	$197	$197
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays			
FR108	Groups 1 and 2 Outside of Business Hours	Per Hour	$24	$24
FR109	Group 3 Resident	Per Hour	$83	$83
FR110	Group 3 Non-Resident	Per Hour	$100	$100
FR111	Group 4 Resident	Per Hour	$120	$120
FR112	Group 4 Non-Resident	Per Hour	$144	$144
	Multipurpose Room			
FR113	Groups 1 and 2 Outside of Business Hours	Per Hour	$24	$26

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
FR114	Group 3 Resident	Per Hour	$73	$78
FR115	Group 3 Non-Resident	Per Hour	$88	$94
FR116	Group 4 Resident	Per Hour	$97	$104
FR117	Group 4 Non-Resident	Per Hour	$116	$124
	Classroom			
FR118	Groups 1 and 2 Outside of Business Hours	Per Hour	$17	$18
FR119	Group 3 Resident	Per Hour	$31	$33
FR120	Group 3 Non-Resident	Per Hour	$38	$41
FR121	Group 4 Resident	Per Hour	$42	$45
FR122	Group 4 Non-Resident	Per Hour	$50	$54
	Stager Gym Facility Rental *Deposit ($500) - New			
FR123	Groups 1 and 2	Per Hour	$42	$42
FR124	Group 3 Resident	Per Hour	$63	$63
FR125	Group 3 Non-Resident	Per Hour	$75	$75
FR126	Group 4 Resident	Per Hour	$83	$83
FR127	Group 4 Non-Resident	Per Hour	$100	$100
	The Wave Rentals			
	Full Park Buyout: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower - Deposit $750			
WR1	Group 1, Group 2, and Group 3 Resident	Per Hour	$1,250	$1,250
WR2	Group 3 Non-Resident	Per Hour	$1,500	$1,500
WR3	Group 4	Per Hour	$1,824	$1,824
	Children's Splash Zone - Deposit $500			
WR4	Group 1, Group 2, and Group 3 Resident	Per Hour	$344	$344
WR5	Group 3 Non-Resident	Per Hour	$413	$413
WR6	Group 4	Per Hour	$521	$521
	Lower Level of Tower: Mt. Diablo, Golden Wave, and Riptide Rider - Deposit $500			
WR7	Group 1, Group 2, and Group 3 Resident	Per Hour	$396	$396
WR8	Group 3 Non-Resident	Per Hour	$475	$475
WR9	Group 4	Per Hour	$584	$584
	Full Waterslide Tower: Emerald Plunge, Shamrock Swirl, and Dublin Screamer - Deposit $500			
WR10	Group 1, Group 2, and Group 3 Resident	Per Hour	$469	$469
WR11	Group 3 Non-Resident	Per Hour	$563	$563
WR12	Group 4	Per Hour	$709	$709
	Natatorium - Deposit $500			
WR13	Group 1, Group 2, and Group 3 Resident	Per Hour	$292	$292
WR14	Group 3 Non-Resident	Per Hour	$354	$354
WR15	Group 4	Per Hour	$427	$427
	Paul McCreary Sports Pool During Normal Operating Hours - Deposit $500			
WR16	Group 1, Group 2, and Group 3 Resident	Per Hour	$292	$292
WR17	Group 3 Non-Resident	Per Hour	$350	$350
WR18	Group 4	Per Hour	$427	$427
	Swim Lane Paul McCreary Sports Pool During Normal Operating Hours			
WR19	Group 1, Group 2, and Group 3 Resident	Per Hour	$13	$13
WR20	Group 3 Non-Resident	Per Hour	$15	$15
WR21	Group 4	Per Hour	$20	$20
	Community Room - Deposit $500			
WR22	Group 1, Group 2, and Group 3 Resident	Per Hour	$104	$111
WR23	Group 3 Non-Resident	Per Hour	$125	$134

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
WR24	Group 4	Per Hour	$160	$171
	Amenities and Services			
WR25	Cabana - Weekday Resident	Per Day	$83	$83
WR26	Cabana - Weekday Non-Resident	Per Day	$100	$100
WR27	Cabana - Weekend Resident	Per Day	$94	$94
WR28	Cabana - Weekend Non-Resident	Per Day	$113	$113
WR29	Luxury Lounges (2) Resident	Per Day	$42	$42
WR30	Luxury Lounges (2) Non-Resident	Per Day	$50	$50
WR31	Additional Staff	Per Staff/Per Hour	$34	$34
WR32	Technology and Equipment Package for Competition	Per Day	$500	$500
WR33	Individuals or Other Groups	Per Locker/Per Size	$6-$20	$6-$20

Section 10.4: Parks & Recreation Program Fees - Picnic Area and Amphitheater Rental Fees**

Park Picnic Area Rentals

Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations
Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2
Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses

	Groups 1 and 2			
PR1	Seats 200	Per 4 hours/Each Additional Hour	$100/$25	$100/$25
PR2	Seats 96	Per 4 hours/Each Additional Hour	$48/$12	$48/$12
PR3	Seats 80	Per 4 hours/Each Additional Hour	$44/$11	$44/$11
PR4	Seats 64	Per 4 hours/Each Additional Hour	$32/$8	$32/$8
PR5	Seats 56	Per 4 hours/Each Additional Hour	$28/$7	$28/$7
PR6	Seats 48	Per 4 hours/Each Additional Hour	$24/$6	$24/$6
PR7	Seats 36	Per 4 hours/Each Additional Hour	$18/$5	$18/$5
PR8	Seats 24	Per 4 hours/Each Additional Hour	$12/$3	$12/$3
PR9	Seats 18	Per 4 hours/Each Additional Hour	$12/$3	$12/$3
	Group 3 Resident			
PR10	Seats 200	Per 4 hours/Each Additional Hour	$300/$75	$300/$75
PR12	Seats 96	Per 4 hours/Each Additional Hour	$144/$36	$144/$36
PR14	Seats 80	Per 4 hours/Each Additional Hour	$120/$30	$120/$30
PR16	Seats 64	Per 4 hours/Each Additional Hour	$96/$24	$96/$24
PR18	Seats 56	Per 4 hours/Each Additional Hour	$84/$21	$84/$21
PR20	Seats 48	Per 4 hours/Each Additional Hour	$72/$18	$72/$18
PR22	Seats 36	Per 4 hours/Each Additional Hour	$54/$14	$54/$14
PR24	Seats 24	Per 4 hours/Each Additional Hour	$36/$9	$36/$9
PR26	Seats 18	Per 4 hours/Each Additional Hour	$28/$7	$28/$7
	Group 3 Non-Resident			
PR11	Seats 200	Per 4 hours/Each Additional Hour	$360/$90	$360/$90
PR13	Seats 96	Per 4 hours/Each Additional Hour	$173/$43	$173/$43
PR15	Seats 80	Per 4 hours/Each Additional Hour	$144/$36	$144/$36
PR17	Seats 64	Per 4 hours/Each Additional Hour	$115/$29	$115/$29
PR19	Seats 56	Per 4 hours/Each Additional Hour	$101/$25	$101/$25
PR21	Seats 48	Per 4 hours/Each Additional Hour	$86/$22	$86/$22
PR23	Seats 36	Per 4 hours/Each Additional Hour	$65/$16	$65/$16
PR25	Seats 24	Per 4 hours/Each Additional Hour	$43/$11	$43/$11
PR27	Seats 18	Per 4 hours/Each Additional Hour	$36/$9	$36/$9

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
	Group 4 Residents			
PR28	Seats 200	Per 4 hours/Each Additional Hour	$400/$100	$400/$100
PR30	Seats 96	Per 4 hours/Each Additional Hour	$192/$48	$192/$48
PR32	Seats 80	Per 4 hours/Each Additional Hour	$152/$38	$152/$38
PR34	Seats 64	Per 4 hours/Each Additional Hour	$127/$32	$127/$32
PR36	Seats 56	Per 4 hours/Each Additional Hour	$112/$28	$112/$28
PR38	Seats 48	Per 4 hours/Each Additional Hour	$96/$24	$96/$24
PR40	Seats 36	Per 4 hours/Each Additional Hour	$72/$18	$72/$18
PR42	Seats 24	Per 4 hours/Each Additional Hour	$48/$12	$48/$12
PR44	Seats 18	Per 4 hours/Each Additional Hour	$36/$9	$36/$9
	Group 4 Non-Residents			
PR29	Seats 200	Per 4 hours/Each Additional Hour	$480/$120	$480/$120
PR31	Seats 96	Per 4 hours/Each Additional Hour	$230/$58	$230/$58
PR33	Seats 80	Per 4 hours/Each Additional Hour	$182/$46	$182/$46
PR35	Seats 64	Per 4 hours/Each Additional Hour	$152/$38	$152/$38
PR37	Seats 56	Per 4 hours/Each Additional Hour	$134/$34	$134/$34
PR39	Seats 48	Per 4 hours/Each Additional Hour	$115/$29	$115/$29
PR41	Seats 36	Per 4 hours/Each Additional Hour	$86/$22	$86/$22
PR43	Seats 24	Per 4 hours/Each Additional Hour	$58/$15	$58/$15
PR45	Seats 18	Per 4 hours/Each Additional Hour	$44/$11	$44/$11
	Emerald Glen Amphitheater Fees			
AM1	Groups 1 and 2	Daily Fee	$216	$216
AM3	Group 3 Resident	Daily Fee	$651	$651
AM4	Group 3 Non-Resident	Daily Fee	$782	$782
AM5	Group 4 Resident	Daily Fee	$867	$867
AM6	Group 4 Non-Resident	Daily Fee	$1,040	$1,040

Section 10.5: Parks & Recreation Program Fees - Sports Fields Rental Fees**

Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District
Group 2: Approved Dublin Based Youth Sports League Organizations - at least 75% Dublin Residents
Group 3: Dublin Based Non-Profits and Approved Adult Sports League Organizations (51% residents) - Chamber of Commerce, Charitable and Social Welfare Organizations, and Homeowners Associations
Group 4: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 3
Group 5: Commercial - Dublin-Based Businesses and Non-Dublin Businesses

	Turf Fields - Deposit $250 per field			
SR1	Groups 1 and 2	Per Field/Per Hour	$7	$7
SR2	Group 3	Per Field/Per Hour	$18	$18
SR3	Group 4 Residents	Per Field/Per Hour	$22	$22
SR4	Group 4 Non-Residents	Per Field/Per Hour	$26	$26
SR5	Group 5 Residents	Per Field/Per Hour	$35	$35
SR6	Group 5 Non-Residents	Per Field/Per Hour	$42	$42
	Synthetic Turf Fields - Deposit $250 per field			
SR7	Groups 1 and 2	Per Field/Per Hour	$26	$26
SR8	Group 3	Per Field/Per Hour	$52	$52
SR9	Group 4 Residents	Per Field/Per Hour	$65	$65
SR10	Group 4 Non-Residents	Per Field/Per Hour	$78	$78
SR11	Group 5 Residents	Per Field/Per Hour	$104	$104
SR12	Group 5 Non-Residents	Per Field/Per Hour	$125	$125

#	Item / Service	Description / Unit	Fees through 6/30/23	Fee Effective 7/1/23
	(1) Cricket Turf Fields			
SR13	Groups 1 and 2	Per Field/Per Hour	$78	$78
SR14	Group 3	Per Field/Per Hour	$124	$124
SR15	Group 4 Residents	Per Field/Per Hour	$195	$195
SR16	Group 4 Non-Residents	Per Field/Per Hour	$234	$234
SR17	Group 5 Residents	Per Field/Per Hour	$259	$259
SR18	Group 5 Non-Residents	Per Field/Per Hour	$310	$310
	Sports Lighting			
SR19	Groups 1 and 2	Per Field/Per Hour	$26	$26
SR20	Group 3	Per Field/Per Hour	$28	$28
SR21	Group 4 Residents	Per Field/Per Hour	$35	$35
SR22	Group 4 Non-Residents	Per Field/Per Hour	$43	$43
SR23	Group 5 Residents	Per Field/Per Hour	$57	$57
SR24	Group 5 Non-Residents	Per Field/Per Hour	$68	$68
	Other			
SR25	Administration Charge for Field Cancellations and Permit Changes	Per Cancellation/Permit Change	NA	$25
For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.				
	Tennis Courts			
TR1	Groups 1 and 2	Per Court/Per Hour	$5	$5
TR2	Group 3	Per Court/Per Hour	$7	$7
TR3	Group 4 Residents	Per Court/Per Hour	$10	$10
TR4	Group 4 Non-Residents	Per Court/Per Hour	$12	$12
TR5	Group 5 Residents	Per Court/Per Hour	$16	$16
TR6	Group 5 Non-Residents	Per Court/Per Hour	$19	$19
	Cricket Batting Cages			
CR1	Groups 1 and 2	Per Cage/Per Hour	$16	$16
CR2	Group 3	Per Cage/Per Hour	$16	$16
CR3	Group 4 Residents	Per Cage/Per Hour	$19	$19
CR4	Group 4 Non-Residents	Per Cage/Per Hour	$23	$23
CR5	Group 5 Residents	Per Cage/Per Hour	$23	$23
CR6	Group 5 Non-Residents	Per Cage/Per Hour	$23	$23

* Local Fees and Charges not subject to annual adjustment base on Consumer Price Index (CPI).

** Fees and Charges established by seperate ordinance, State Law, or another agency and not subject to CPI adjustment.

CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2022-23

Adjusted by CPI change, Dec 2021 - Dec 2022 (+4.63%)

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
Section 1.0: General & Administrative						
130	Electric Vehicle Charging Station Fee	Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City	$0.32	$0.32 cents per kWh while plugged in to City-owned EV charging stations	$0.33	$0.33 cents per kWh plus EVCS service surcharge while plugged in to City-owned EV charging stations
Section 1.1: Finance / Business License						
Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare						
162	Annual Business Registration (License) Dublin Municipal Code Chapter 4.04.250(A)	*(Info Only* - Established by City Ord/Code) Annual Business License / per business	$28.65	$28.00	$29.98	$29.00
164	New Business Registration (License)	Registration fee	$102.00	$102.00	$106.73	$106.00
165	Itinerant Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Daily to a maximum of 5 days / per day	$46.00	$46.00/day - Max. $230 per year	$48.13	$48.00/day - Max. $240 per year
166	Temporary Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Temporary places of sale / daily	$49.28	$46.00/day	$51.56	$48.00/day
167	Master Business Registration (License) Dublin Municipal Code Chapter 4.04.250	*(Info Only* - Established by City Ord/Code) Master license for organizer / per permitted event	$42.41	$42.00	$44.37	$44.00
168	Business License Transfer Dublin Municipal Code Chapter 4.04.280	*(Info Only* - Established by City Ord/Code) Transfer is substantially similar to the ownership existing before the transfer / per transfer	$67.62	$67.00	$70.75	$70.00
169	Duplicate Business License Dublin Municipal Code Chapter 4.04.290	*(Info Only* - Established by City Ord/Code) Replace any license previously issued license	$25.21	$25.00	$26.38	$26.00
170	Delinquent Business License Processing Fee		$28.65	22.00*	$29.98	$29.00
171	Contract Retention Escrow Fee	Contractors may elect to have retention amounts paid to a third party escrow / per payment	$69.91	$69.00	$73.15	$73.00
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration						
408	Impact Fee Credit Statement	Per statement - Developers who request statements for credit balance	$131.80	$131.00	$137.90	$137.00
409	Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	Flat fee	$327.79	$327.00	$342.96	$342.00
410	Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	Flat fee	$327.79	$327.00	$342.96	$342.00
411	Original/Transfer agreement to establish a Fire Impact Fee Credit	Flat fee	$327.79	$327.00	$342.96	$342.00
412	Impact Fee Credit Application Processing Fee	Per invoice	$148.99	$148.00	$155.89	$155.00
413	Impact Fee Credit Invoice Change Fee	Flat fee	$185.67	$185.00	$194.26	$194.00
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)						
201	Livescan (Fingerprints)	Fingerprinting / per application - Outside Agency /DOJ Fees charged separately	$33.24	$33.00	$34.78	$34.00
202	Fingerprint Card	Card / non-electronic prints - Outside Agency/DOJ Fees charged separately	$50.43	$50.00	$52.76	$52.00
205	Records subpoena: photos saved to CD	Duplication of photo records / per CD	$76.79	$76.00	$80.34	$80.00
206	Visa Letter	Preparation of a Visa letter requested for foreign travel / per letter	$74.50	$74.00	$77.95	$77.00
208	Fix-It Ticket Sign-Off	Sign-off on ticket not issued by Dublin Police Services / per citation	$46.99	$10.00	$49.17	$10.00
210	Towed / Stored Vehicle Release	Provide release documentation for towed and/or stored vehicle / per vehicle	$122.63	$100.00	$128.31	$100.00
Section 2.1: Police Services- Permits						
220	Alcohol Beverage Control (ABC) – One Day Permit	Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit)	$90.54	$90.00	$94.73	$94.00
221	Bingo Permit (Dublin Municipal Code Chapter 5.44)	Annual license issuance per the Municipal Code / per application	$130.66	$130.00	$136.70	$136.00

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
222	Dance Permit (Dublin Municipal Code Chapter 5.52)	Processing of a dance permit per the municipal code / per permit	$130.66	$130.00	$136.70	$136.00
223	Fortune Teller Permit (Dublin Municipal Code Chapter 4.08)	Processing of a fortune teller permit per the municipal code / per permit	$130.66	$130.00	$136.70	$136.00
224	Gun Dealer Permit	Processing of a Gun Dealer permit / per permit	$261.31	$261.00	$273.41	$273.00
225	Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20)	Processing of a massage establishment permit per the municipal code / per location	$443.54	$443.00	$464.07	$464.00
226	Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20)	Annual permit after initial massage establishment permit / per permit	$283.09	$283.00	$296.19	$296.00
228	Parade Permit (Dublin Municipal Code Chapter 5.12)	Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional)	$242.97	$242.00	$254.22	$254.00
229	Peddler Permit (Dublin Municipal Code Chapter 4.16)	Processing of a peddler permit per the municipal code / per application	$261.31	$261.00	$273.41	$273.00
230	Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12)	Processing of a secondhand dealer permit per the municipal code / per permit	$261.31	$261.00	$273.41	$273.00
231	Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76)	Processing of a taxi company (owner) permit per the municipal code / per initial permit	$261.31	$261.00	$273.41	$273.00
232	Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76)	Annual permit after initial Taxi Company (owner) permit / per permit	$261.31	$261.00	$273.41	$273.00
233	Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76)	Annual permit Taxi Driver (operator) permit / per permit	$261.31	$261.00	$273.41	$273.00
234	Tobacco Retailer License (Dublin Municipal Code Chapter 4.40)	Annual license issuance per the Municipal Code / per license	$328.93	$328.00	$344.16	$344.00
Section 2.2: Police Services- Hourly Rates						
PS1	Sheriffs Technician	Hourly rate for special services not otherwise defined / per hour	$105.44	$105.00	$110.32	$110.00
PS2	Sheriff's Deputy	Hourly rate for special services not otherwise defined / per hour	$210.88	$210.00	$220.65	$220.00
PS3	Sheriffs Sergeant	Hourly rate for special services not otherwise defined / per hour	$242.97	$242.00	$254.22	$254.00
Section 4.1: Fire Prevention Services Plan Review & Inspection						
The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate.						
	Plan Review & Inspection					
240	New Construction up to 5000 sq. ft.	Per application	$640.67	$640.00	$670.33	$670.00
241	New Construction 5000 sq. ft. to 45,000 sq. ft.	Per application	$1,379.91	$1,379.00	$1,443.79	$1,443.00
242	New Construction >45,000 sq. ft.	Per application	$1,801.68	$1,801.00	$1,885.08	$1,885.00
243	Tenant Improvement up to 5000 sq. ft.	Per application	$429.79	$429.00	$449.68	$449.00
244	Tenant Improvement 5000 sq. ft. to 45,000 sq. ft.	Per application	$535.23	$535.00	$560.01	$560.00
245	Tenant Improvement >45,000 sq. ft.	Per application	$640.67	$640.00	$670.33	$670.00
246	Custom Single-Family Residence ***	Per application	$324.35	$324.00	$339.36	$339.00
247	Processing, Review, Inspection & Approval of Licensed Care Facilities	Per application	$389.68	$389.00	$407.71	$407.00
248	Review and Approval of Improvement plans and/or maps	Per application	$263.60	$263.00	$275.81	$275.00
	Fire Alarm Systems – (New or Tenant Improvements)					
250	Fire Alarm System < 50 devices	Per application	$640.67	$640.00	$670.33	$670.00
251	Fire Alarm System > 50 devices	Per application	$1,169.03	$1,169.00	$1,223.14	$1,223.00
252	High-rise System	Per building	$1,907.12	$1,907.00	$1,995.40	$1,995.00
	Fixed Fire Protection Systems					
260	Medical Gas System	Per system	$640.67	$640.00	$670.33	$670.00
261	Hood Duct System	Per system	$640.67	$640.00	$670.33	$670.00
262	Halon or Clean Agent	Per system	$746.11	$746.00	$780.65	$780.00
263	Spray Booth per booth	Per system	$535.23	$535.00	$560.01	$560.00
	Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)					
270	System < 20 heads	Base fee per system	$535.23	$535.00	$560.01	$560.00
271	System > 20 heads	Base fee per system	$1,063.59	$1,063.00	$1,112.82	$1,112.00
272	Plus amount per head in excess of 100 heads	Per head	$6.88	$6.00	$7.19	$7.00
273	Underground Water Supply	Per system / tap	$1,063.59	$1,063.00	$1,112.82	$1,112.00
	Automatic Fire Sprinkler Systems, Residential– (New and Alterations)					
275	NFPA 13 D master plan check and inspection	Per system	$851.56	$851.00	$890.97	$890.00
276	Additional permits for already approved master plan	Per application	$640.67	$640.00	$670.33	$670.00

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
277	NFPA 13R system (per unit, per building)	Per unit up to 50 units.	$851.56	$851.00	$890.97	$890.00
278	NFPA 13 System	Per unit up to 50 units /Per System	$1,169.03	$1,169.00	$1,223.14	$1,223.00
279	Underground Water Supply	Per system / tap	$1,169.03	$1,169.00	$1,223.14	$1,223.00

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 4.2: Fire Prevention Services Regulated Activities						
300	Annual Permits - Group 1	Aerosol, Open Flames & Candles, Fire Hydrants and Valves, Open Burning, Open Flames and Torches	$111.17	$111.00	$116.32	$116.00
301	Annual Permits - Group 2	Carbon Dioxide Systems, Cellulose Nitrate Film, Combustible Fiber Storage, Compressed Gases, Cryogenics, Dry Cleaning Plants, Combustible Dust Producing Operations, Floor Finishing, Fruit & Crop Ripening, Fumigation, Repair Garages, HPM Facilities, Hot Work Operations, LP Gas, Liquid or Gas Fueled Equipment in assembly buildings, Lumberyards, Motor Fuel Dispensing Facilities, Rooftop Heliports, Wood Products, Magnesium, Misc. Combustible Storage, Organic Coatings, Industrial Ovens, Cutting and Welding, Storage of Scrap Tires	$168.48	$168.00	$176.28	$176.00
302	Annual Permits - Group 3	Temporary Membrane Structures and Tents >400 sq. ft.	$225.78	$225.00	$236.23	$236.00
303	Annual Permits - Group 4	Aviation Facilities, Amusement Buildings, Carnivals & Fairs, Exhibits & Trade Shows, Explosives, Flammable or Combustible Liquids, Hazardous Materials, High Piled Storage, Places of Assembly, Pyrotechnical Special Effects Material, Pyroxylin Plastics, Refrigeration Equipment, Spraying & Dipping Operations, Production Facilities, Live Audiences	$283.09	$283.00	$296.19	$296.00
304	Annual Permits - Group 5	Tire Rebuilding Plants	$398.84	$398.00	$417.31	$417.00
305	Annual Permits - Group 6	Waste Handling	$513.46	$513.00	$537.22	$537.00
306	Annual Permits - Group 7	Covered and Open Mall Buildings	$743.82	$743.00	$778.25	$778.00
	Annual Notice of Inspection (Self Inspection)					
~~344~~	~~Annual notice of inspection (Waived if business is subject to Annual Regulated Activity Permit)~~	~~Collected as supplement to the Annual Business Registration imposed under Dublin Municipal Code Chapter 4.04.250 / per year~~	~~$40.11~~	~~$38.00~~	~~$41.97~~	No Fee
Section 4.3: Fire Works Displays & Sales						
	Fire Works Displays					
350	Display Aerial Base Fee	Per event	$343.83	$343.00	$359.75	$359.00
351	Additional amount per shell group 60 shells	If applicable added to base fee	$147.85	$147.00	$154.69	$154.00
352	Additional amount per shell group 61-120 shells	If applicable added to base fee	$263.60	$263.00	$275.81	$275.00
353	Additional amount per shell group 121-181 shells	If applicable added to base fee	$263.60	$263.00	$275.81	$275.00
354	Additional amount per shell group 181-240 shells	If applicable added to base fee	$263.60	$263.00	$275.81	$275.00
355	Additional amount per shell group > 241 shells	If applicable added to base fee	$378.21	$378.00	$395.72	$395.00
	Fire Works Sales					
356	Fireworks Stand Application Dublin Municipal Code Chapter 5.24.070(B)	*(Info Only* - Established by City Ord/Code) Processing and administration of fireworks stands	$152.43	$152.00	$159.49	$159.00
357	Fireworks Stand Inspection	Cost to inspect sales locations	$210.88	$210.00	$220.65	$220.00
Section 4.4: Fire Prevention Services- Hourly Rates						
FR1	Deputy Fire Marshall	Hourly rate for special services not otherwise defined / per hour	$210.88	$210.00	$220.65	$220.00
FR2	Fire Code Compliance Officer	Hourly rate for special services not otherwise defined / per hour	$115.76	$115.00	$121.11	$121.00
Section 5.1: Housing Services Program Fees						
501	Below Market Ownership Units - Transaction Fee	Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial	$2,922.57	$2,922.00	$3,057.85	$3,057.00
502	Secondary Below Market Rate Unit - Transaction Fee	Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial	$1,633.20	$1,633.00	$1,708.80	$1,708.00

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
504	Annual Below Market Rate Rental Monitoring Fee - 20 units or less	Rental developments with Inclusionary units / per development with restricted rent	$1,365.01	$1,365.00	$1,428.20	$1,428.00
505	Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units	Rental developments with Inclusionary units / per development with restricted rent	$2,218.86	$2,218.00	$2,321.57	$2,321.00
506	Annual Below Market Rate Rental Monitoring Fee - 101 + units	Rental developments with Inclusionary units / per development with restricted rent	$3,195.34	$3,195.00	$3,343.25	$3,343.00
507	Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee	First follow up (base fee); additional follow up audits T&M	$488.24	First Follow up $488.00 Additional - T&M	$510.84	First Follow up $510.00 Additional - T&M
508	Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request	$1,089.95	$1,089.00	$1,140.40	$1,140.00
509	Secondary Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request	$615.46	$615.00	$643.95	$643.00
510	First time home loan program - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$2,062.99	$2,062.00	$2,158.48	$2,158.00
Section 6.1: Planning Division						
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.						
	Use Permits (TUP/CUP)					
550	Minor Use Permit	Per application	$1,146.10	$1,146.00	$1,199.16	$1,199.00
551	Minor Use Permit – Minor Amendment	Per application	$286.53	$286.00	$299.79	$299.00
552	Minor Use Permit – Major Amendment	Per application	$1,146.10	$1,146.00	$1,199.16	$1,199.00
553	Non-Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$1,719.16	$1,719.00	$1,798.74	$1,798.00
554	Non-Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$1,719.16	$1,719.00	$1,798.74	$1,798.00
555	Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$2,865.26	$2,865.00	$2,997.90	$2,997.00
556	Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$2,865.26	$2,865.00	$2,997.90	$2,997.00
559	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$573.05	$573.00	$599.58	$599.00
560	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$401.14	$401.00	$419.71	$419.00
561	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$1,719.16	$1,719.00	$1,798.74	$1,798.00
562	Temporary Use Permit - Minor	Per application	$286.53	$286.00	$299.79	$299.00
563	Temporary Use Permit – Major	Per application		T&M		T&M
	Zoning Clearance-General					
571	Banner / Balloon/Searchlight	Per sign / balloon	$114.61	$114.00	$119.92	$119.00
572	Indoor recreational Facilities/Day Care Center/Scarlett Court	Per application	$573.05	$573.00	$599.58	$599.00
574	Zoning Clearance-General	Per application	$85.96	$85.00	$89.94	$89.00
	Variance					
	Site Development Review (SDR)					
592	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$372.48	$372.00	$389.73	$389.00
593	Site Development Review Waiver	Per request	$401.14	$401.00	$419.71	$419.00
595	Site Development Review – Time Extension (Administrative Determination)	Per request	$257.87	$257.00	$269.81	$269.00
596	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$1,289.37	$1,289.00	$1,349.05	$1,349.00
	PLANNED DEVELOPMENT (PD) PROCESSING					
601	Planned Development Minor Amendment –(Administrative Determination)	Per application	$586.81	$586.00	$613.97	$613.00
Section 6.2: Other Planning Fees						
	Other Charges					

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
611	Appeal of Action by member of public (non-applicant)	Per appeal	$229.22	$229.00	$239.83	$239.00
612	Estoppel Certificate – Development Agreement	Per certificate prepared when requested by entity not a party to the Development Agreement	$267.04	$267.00	$279.40	$279.00
613	Heritage Tree Removal Permit	Per tree	$286.53	$286.00	$299.79	$299.00
614	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$74.50	$74.00	$77.95	$77.00
621	Building division permit referral ***	Per application	$155.87	$155.00	$163.09	$163.00

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 6.3: Planning Composite Hourly Rates & Overhead						
PL1	Composite City Planning Staff Hourly Rate (Includes Overhead)	Per Hour for T&M activities	$316.32	$316.00	$330.97	$330.00

Section 7.1: Building and Safety Division – Building Permits (Total Valuation)

Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments.

Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E).

Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.

	Building Permits Based on Valuation Formula / $ Valuation * **					
700	$0-$500	Per calculated valuation	$98.57	$50.00	$103.13	$50.00
701	$501-$1,000	Per calculated valuation	$115.76	$115.00	$121.11	$121.00
702	$1,001-$2,000	Per calculated valuation	$177.65	$177.00	$185.87	$185.00
703	$2,001-$3,000	Per calculated valuation	$242.97	$242.00	$254.22	$254.00
704	$3,001-$4,000	Per calculated valuation	$276.21	$276.00	$289.00	$289.00
705	$4,001-$5,000	Per calculated valuation	$335.81	$335.00	$351.35	$351.00
706	$5,001-$10,000 (first $5000)	Per calculated valuation	$335.81	$335.00	$351.35	$351.00
707	$5,001-$10,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$58.45	$58.00	$61.16	$61.00
708	$10,001-$50,000 (first $10,000)	Per calculated valuation	$593.00	$625.00	$593.00	$656.00
709	$10,001-$50,000(each additional $1000 or fraction thereof)	Per calculated valuation	$32.09	$32.00	$33.58	$33.00
710	$50,001-$100,000 (first $50,000)	Per calculated valuation	$1,793.00	$1,905.00	$1,793.00	$1,976.00
711	$50,001-$100,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$30.94	$30.00	$32.38	$32.00
712	$100,001-$500,000 (first $100,000)	Per calculated valuation	$3,243.00	$3,405.00	$3,243.00	$3,576.00
713	$100,001-$500,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$25.21	$25.00	$26.38	$26.00
714	$500,001 and up (first $500,000)	Per calculated valuation	$12,443.00	$13,405.00	$12,443.00	$13,976.00
715	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$13.75	$13.00	$14.39	$14.00

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Section 7.2: Building and Safety Division – Master Plan Check / Green Building						
	Building Permits Based on Valuation Formula /$ Valuation Single Family detached tract housing (when using a Master Plan Check)					
720	$100,001-$500,000 (first $100,000)	Per calculated valuation	$2,664.69	$2,664.00	$2,788.04	$2,788.00
721	$100,001-$500,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$12.61	$12.00	$13.19	$13.00
722	$500,001 and up (first $500,000)	Per calculated valuation	$6,925.00	$7,464.00	$6,925.00	$7,988.00
723	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$4.58	$4.00	$4.80	$4.00

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
	Building Permit State Surcharges					
Section 7.3: Building and Safety Division – Residential Flat Fees						
The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.						
	Residential Building Permits - Flat Fees					
730	Bathroom Remodel or Repair	Per bathroom	$428.64	$428.00	$448.49	$448.00
731	Electrical Appliances	Per Appliance - Installation of electrical appliances per "Service Explanation" #1	$119.19	$119.00	$124.71	$124.00
732	Electrical Circuits (first)	First or single circuit per "Service Explanation" #2	$119.19	$119.00	$124.71	$124.00
733	Electrical Circuits (each additional)	Fee for each additional circuit per "Service Explanation" #2	$20.63	$20.00	$21.58	$21.00
734	Electrical Panels (first)	First or single panel per "Service Explanation" #3	$176.50	$176.00	$184.67	$184.00
735	Electrical Panels (each additional)	Fee for each additional panel per "Service Explanation" #3	$55.01	$55.00	$57.56	$57.00
736	Fireplace Insert	Per single installation / per "Service Explanation" #4 and #5	$223.49	$223.00	$233.84	$233.00
737	Garbage Disposal	Per single installation / per "Service Explanation" #1	$97.42	$97.00	$101.93	$101.00
738	Gas Piping System	Per single installation / per "Service Explanation" #6	$218.91	$218.00	$229.04	$229.00
739	Hot Tub / Spa Portable	Per single installation "Service Explanation" #7	$218.91	$218.00	$229.04	$229.00
740	HVAC System	Per system / "Service Explanation" #8	$232.66	$232.00	$243.43	$243.00
741	Kitchen Remodel or Repair (w/o structural modifications)	Per permit, limited to one kitchen	$723.19	$723.00	$756.67	$756.00
742	Lawn Sprinkler System	Per system for any lawn sprinkler or irrigation system	$111.17	$111.00	$116.32	$116.00
743	Motors	Per "Service Explanation" #9	$232.66	$232.00	$243.43	$243.00
744	Plumbing Fixture	Per "Service Explanation" #1 and #2	$106.59	$106.00	$111.52	$111.00
745	Roofing Replacement (Residential)	For re-roofing a single family dwelling	$247.56	$247.00	$259.02	$259.00
746	Shower / tub replacement only	Per unit	$176.50	$176.00	$184.67	$184.00
747	Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015	Per permit	$283.09	$450.00**	$296.19	$450.00**
750	Solar Pool Heating System	Per system (when not included with original pool permit)	$341.54	$341.00	$357.35	$357.00
751	Solar Water Heaters	Per application	$291.11	$291.00	$304.59	$304.00
752	Ventilation Fan	Per "Service Explanation" #10	$92.83	$92.00	$97.13	$97.00
753	Water Heater	Per "Service Explanation" #8	$106.59	$106.00	$111.52	$111.00
754	Water Piping System	Per single installation / per "Service Explanation" #6	$218.91	$218.00	$229.04	$229.00
755	Window Replacements (first 5 windows)	Per application containing 1-5 windows	$212.03	$212.00	$221.84	$221.00
756	Window Replacements (each additional window)	Additional per window charge added to base 1-5 window charge on same application	$11.46	$11.00	$11.99	$11.00

SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES

1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).
2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).
3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits,
4 For the installation, relocation or replacement of each vent or factory-built chimney.
5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built
6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or
7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).
8 For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water
9 For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures,
10 For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).

Section 7.4: Building and Safety Division – Non-Residential Flat Fees						
	Non-Residential Building Permits - Flat Fees					
766	Replacement in - kind Heating and or Air conditioning units	Per unit - "Service Explanation" #8	$712.88	$712.00	$745.88	$745.00
767	Water heaters - standard	Per water heater - "Service Explanation" #8	$176.50	$176.00	$184.67	$184.00
768	Reroof Base (Initial square)	Per initial square (10ft X 10ft) area	$137.53	$137.00	$143.90	$143.00
769	Reroof – Additional beyond base	Each additional square (10ft x 10ft) area or fraction thereof	$13.75	$13.00	$14.39	$14.00

Section 7.5: Building and Safety Division – Construction Debris & Demolition

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
771	Residential per C&D phase/bond required	Per Phase	$437.81	$437.00	$458.08	$458.00
772	Residential non-bonded project ****	Per application	$241.83	$241.00	$253.02	$253.00
774	Commercial - bonded	Per application	$437.81	$437.00	$458.08	$458.00
775	Commercial - non-bond	Per application	$241.83	$241.00	$253.02	$253.00

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 7.6: Building & Safety- Composite Hourly Rates & Overhead

BS1	Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	Per hour for T&M activities	$244.12	$244.00	$255.42	$255.00

Section 7.7: Building and Safety Division – Other Fees

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

781	Certified Accessibility Specialist (CASp)- Meeting	Initial meeting and review; all other work is T&M	$1,461.28	$1,461.00	$1,528.93	$1,528.00
782	Code compliance survey	Initial 100 sq. ft.	$723.19	$723.00	$756.67	$756.00
783	Code compliance survey	Each additional 100 sq. ft. or fraction thereof	$26.36	$26.00	$27.58	$27.00
786	Plan storage fee	Applies to plans required to be prepared by a professional engineer or architect	$11.46	$11.00	$11.99	$11.00
787	Re-inspection fee.	Per each re-inspection; on Multi-Family, fee is calculated per unit	$202.86	$202.00	$212.25	$212.00
789	Service requested outside of regular working hours / business days (4 hour min)	Per hour with a four hour minimum	$276.21	$276.00	$289.00	$289.00
791	Address Requests (single address) ***	Per Request	$129.51	$129.00	$135.50	$135.00
792	Address Requests (subdivision/multiple)	Time & Material		T&M		T&M
793	Issue permit refund	Per refund	$76.79	$76.00	$80.34	$80.00
794	Temporary Certificate of Occupancy	Per Application	$198.28	$198.00	$207.45	$207.00

In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 8.1: Engineering / Public Works – Other Fees

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

802	Research Fee	Per 1/2 Hour	$167.33	$167.00	$175.08	$175.00
807	Permit processing fee	Includes cost of processing grading or encroachment permit or misc. permit	$148.99	$148.00	$155.89	$155.00
808	Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft.	Base Permit cost up to 100 sq. ft.	$534.08	$534.00	$558.81	$558.00
809	Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft.	Additional permit cost per additional square foot in excess of 100 sq. ft.	$2.29	$2.00	$2.40	$2.00
810	Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft	Base Permit cost up to 50 sq. ft.	$668.18	$668.00	$699.11	$699.00
811	Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft	Additional permit cost per additional linear foot in excess of 50 sq. ft.	$2.29	$2.00	$2.40	$2.00
812	Constructing concrete driveways: residential	Per Driveway- Residential	$801.13	$801.00	$838.21	$838.00
813	Constructing concrete driveways: commercial	Per Driveway - Commercial	$1,335.21	$1,335.00	$1,397.02	$1,397.00
814	Constructing drain inlets, manholes, and connections to same	Connection of inlet	$1,068.17	$1,068.00	$1,117.62	$1,117.00

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
815	Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less	Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway	$114.61	$114.00	$119.92	$119.00
820	Filming/Photography Within Public Right of Way - Professional Fee	Per Application	$789.67	$789.00	$826.22	$826.00
822	Building division permit referral – residential ***	Per application	$650.99	$650.00	$681.12	$681.00
823	Building division permit referral - non residential	Per Application	$977.63	$977.00	$1,022.88	$1,022.00
826	ADA site compliance review	Per application	$977.63	$977.00	$1,022.88	$1,022.00
827	Newsrack Permit	Per application / single space in City-owned newsrack	$401.14	$401.00	$419.71	$419.00
830	Amended map or certificate of correction	Fixed Fee	$662.45	$662.00	$693.11	$693.00
833	Investigation fee/work without a permit (encroachment)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	$267.04	Base $267.00	$279.40	Base $279.00
834	Traffic control plan review (encroachment)	Fixed Fee	$391.97	$391.00	$410.11	$410.00
836	Warranty inspection and project closeout (subdivision)	Fixed Fee	$977.63	$977.00	$1,022.88	$1,022.00
837	Condition of approval compliance review or single parcel review (no improvement plans)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	$334.66	Base: $334.00 Over 1 Hour T&M	$350.15	Base: $350.00 Over 1 Hour T&M

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Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits

Section 8.3: Engineering- Composite Hourly Rates & Overhead						
EN1	Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	Per hour for T&M activities	$334.66	$334.00	$350.15	$350.00
EN2	Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	Per hour for T&M activities	$267.04	$267.00	$279.40	$279.00
Section 8.4: Environmental Programs- Fees						
870	Building division permit referral	Flat Fee	$520.33	$520.00	$544.42	$544.00
871	Stormwater Treatment Measure Inspection	Per Hour	$267.04	$267.00	$279.40	$279.00
872	Storm Drain Medallion	Each Medallion	$11.46	$11.00	$11.99	$12.00
873	Stormwater Facility Inspections: Restaurant/Commercial	Flat Fee	$437.81	$437.00	$458.08	$458.00
874	Trash Capture/Enclosure Inspection	Flat Fee	$222.34	$222.00	$232.64	$232.00
875	Review of Annual Maintenance Reports of privately maintained post-construction	Flat Fee	$247.56	$247.00	$259.02	$259.00
876	Initial Annual Self Haul Permit	Annual Permit	$645.65	$645.00	$675.54	$675.00
877	Annual Self Haul Permit Renewal	Annual Permit	$385.88	$385.00	$403.75	$403.00

Section 8.5: Environmental Programs- Composite Hourly Rates						
ENV1	Environmental Coordinator	Per Hour	$225.78	$225.00	$236.23	$236.00
ENV2	Environmental Technician	Per Hour	$193.69	$193.00	$202.66	$202.00
ENV3	Office Assistant II	Per Hour	$134.09	$134.00	$140.30	$140.00

Section 10.1: Parks & Recreation Program Fees - Activity Fees**

All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy.
(1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were new fees approved by the City Council

	Family Programs					
FP1	After School Recreation Resident	Individual Fee/Per Session		No Change		$794
FP2	After School Recreation Non-Resident	Individual Fee/Per Session				$952
FP3	After School Recreation Late Fee	Individual Fee/Flat fee plus per minute		No Change		$10/Plus $1 per minute
FP4	Seasonal Half Day Camps Resident	Individual Fee/Weekly		No Change		$105
FP5	Seasonal Half Day Camps Non-Resident	Individual Fee/Weekly				$126
FP6	Seasonal Full Day Camps Resident	Individual Fee/Weekly		No Change		$338
FP7	Seasonal Full Day Camps Non-Resident	Individual Fee/Weekly				$405
FP8	Seasonal Full Day Camp with Waterpark Admission Resident	Individual Fee/Weekly		No Change		$408

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
FP9	Seasonal Full Day Camp with Waterpark Admission Non-Resident	Individual Fee/Weekly				$490
FP10	Camp Connector Lunch Hour Resident	Individual Fee/Weekly		No Change		$21
FP11	Camp Connector Lunch Hour Non-Resident	Individual Fee/Weekly				$25
FP12	Dublin L.E.A.D. Program Resident	Individual Fee/Summer Session		No Change		$119
FP13	Dublin L.E.A.D. Program Non-Resident	Individual Fee/Summer Session				$143
FP14	After School L.E.A.D. Resident	Individual Fee/Per Session				$592
FP15	After School L.E.A.D. Non-Resident	Individual Fee/Per Session				$710
	Preschool Programs					
PP1	Preschool - 3-Year Olds 2-days per week Resident	Individual Fee/Per Session		No Change		$631
PP2	Preschool - 3-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session				$743
PP3	Preschool - 4-Year Olds 2-days per week Resident	Individual Fee/Per Session		No Change		$665
PP4	Preschool - 4-Year Olds 2-days per week Non-Resident	Individual Fee/Per Session				$784
PP5	Preschool - 3-Year Olds 3-days per week Resident	Individual Fee/Per Session		No Change		$908
PP6	Preschool - 3-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session				$1,075
PP7	Preschool - 4-Year Olds 3-days per week Resident	Individual Fee/Per Session		No Change		$950
PP8	Preschool - 4-Year Olds 3-days per week Non-Resident	Individual Fee/Per Session				$1,127
PP9	Preschool - 4-Year Old Classes 4-days per week Resident	Individual Fee/Per Session		No Change		$1,404
PP10	Preschool - 4-Year Old Classes 4-days per week Non-Resident	Individual Fee/Per Session				$1,671
PP11	Camp Shamrock Preschool Half day Resident	Individual Fee/Weekly		No Change		$128
PP12	Camp Shamrock Preschool Half day Non-Resident	Individual Fee/Weekly				$154
	Senior Center Programs					
SC1	Activity Fee Resident	Individual Fee		No Change		$3-$16
SC2	Activity Fee Non-Resident	Individual Fee				$4-$19
SC3	Special Luncheons Resident	Individual Fee		No Change		$10-$21
SC4	Special Luncheons Non-Resident	Individual Fee				$13-$25
SC5	Dances Pre-Registration Resident	Individual Fee		No Change		$10-$26
SC6	Dances Pre-Registration Non-Resident	Individual Fee				$13-$31
SC7	Dances Day-Of Registration Resident	Individual Fee		No Change		$16-$42
SC8	Dances Day-Of Registration Non-Resident	Individual Fee				$19-$50
SC9	City Trips and Tours Resident	Individual Fee/Per trip		No Change		$16-$104
SC10	City Trips and Tours Non-Resident	Individual Fee/Per trip				$19-$125
SC11	Contracted Trips and Tours Resident	Individual Fee/Per trip		No Change		$26-$313
SC12	Contracted Trips and Tours Non-Resident	Individual Fee/Per trip				$31-$375
	Sports Programs					
SP1	Adult Basketball League Resident	Team Fee/Per Season		No Change		$624 - $872
SP2	Adult Basketball League Non-Resident	Team Fee/Per Season				$748 - $1,046
SP3	Adult Softball League Resident	Team Fee/Per Season		No Change		$520-$728
SP4	Adult Softball League Non-Resident	Team Fee/Per Season				$624-$874
SP5	Adult Sports League Late Fee	Team Fee/Per Season		No Change		$26
SP6	Youth Winter Junior Warriors Basketball League Resident	Individual Fee		No Change		$191
SP7	Youth Winter Junior Warriors Basketball League Non-Resident	Individual Fee				$229
SP8	Youth Summer Junior Warriors Basketball League Resident	Individual Fee		No Change		$132
SP9	Youth Summer Junior Warriors Basketball League Non-Resident	Individual Fee				$158
SP10	Youth Tee Ball League Resident	Individual Fee		No Change		$125
SP11	Youth Tee Ball League Non-Resident	Individual Fee				$150
	Wave-Waterpark Admission Fees					
WV1	Daily Pass/Children under 2 Admission fees Resident	Individual Fee		No Change		$3
WV2	Daily Pass/Children under 2 Admission fees Non-Resident	Individual Fee				$4
WV3	Daily Pass/Under 40" Admission fees Resident	Individual Fee		No Change		$14
WV4	Daily Pass/Under 40" Admission fees Non-Resident	Individual Fee				$17
WV5	Daily Pass/Over 40" Admission fees Resident	Individual Fee		No Change		$16
WV6	Daily Pass/Over 40" Admission fees Non-Resident	Individual Fee				$19
WV7	Daily Pass/Military Personnel, veterans, reservists, active (up to 3 guests)	Individual Fee		No Change		$10
WV8	Season Pass/Children under 2 Admission fees Resident only	Individual Fee		No Change		$21
WV9	Season Pass/Under 40"/Mon-Thu, no holidays, resident only	Individual Fee		No Change		$78
WV10	Season Pass/Over 40"/Mon-Thu, no holidays, resident only	Individual Fee		No Change		$89
WV11	Season Pass/Family/Mon-Thu, no holidays, resident only	Family Fee		No Change		$281

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
	Wave-Swim Lessons					
WV12	Ratio 1 Instructor to 8 Participants Resident	Individual Fee/Per Class				$10
WV13	Ratio 1 Instructor to 8 Participants Non-Resident	Individual Fee/Per Class				$13
WV14	Ratio 1 Instructor to 6 Participants Resident	Individual Fee/Per Class		No Change		$15
WV15	Ratio 1 Instructor to 6 Participants Non-Resident	Individual Fee/Per Class				$18
WV16	Ratio 1 Instructor to 5 Participants Resident	Individual Fee/Per Class		No Change		$21
WV17	Ratio 1 Instructor to 5 Participants Non-Resident	Individual Fee/Per Class				$25
WV18	Ratio 1 Instructor to 4 Participants Resident	Individual Fee/Per Class		No Change		$27
WV19	Ratio 1 Instructor to 4 Participants Non-Resident	Individual Fee/Per Class				$33
WV20	Ratio 1 Instructor to 2 Participants Resident	Individual Fee/Per Class		No Change		$36
WV21	Ratio 1 Instructor to 2 Participants Non-Resident	Individual Fee/Per Class				$44
WV22	Ratio 1 Instructor to 1 Participant Resident	Individual Fee/Per Class		No Change		$57
WV23	Ratio 1 Instructor to 1 Participant Non-Resident	Individual Fee/Per Class				$69
	Note: Total number of classes per session will vary.					
	Wave-Swim Team					
WV24	Junior Green Gators Resident	Individual Fee/Per Class		No Change		$13
WV25	Junior Green Gators Non-Resident	Individual Fee/Per Class				$16
WV26	Green Gators Resident	Individual Fee/Per Season				$359
WV27	Green Gators Non-Resident	Individual Fee/Per Season				$431
	Note: Junior Green Gators is based on 2 days/week or 4 days/week. Total number of classes per session will vary.					
	Wave-Recreational and Other					
WV28	Lap Swim/Water Walking Resident	Individual Fee/Per visit		No Change		$6
WV29	Lap Swim/Water Walking Non-Resident	Individual Fee/Per visit				$8
WV30	Kid's Night Out - Resident	Individual Fee				$40-$70
WV31	Kid's Night Out - Non-Resident	Individual Fee				$48 - $84
WV32	Birthday Party Package - Summer Season Resident	Individual Fee/Per Party		Resident $30 Per Person		$31
WV33	Birthday Party Package - Summer Season Non-Resident	Individual Fee/Per Party				$38
WV34	Birthday Party Package - Off-Season Resident	Individual Fee/Per Party		Resident $22 Per Person		$23
WV35	Birthday Party Package - Off-Season Non-Resident	Individual Fee/Per Party				$28
WV36	Public Address Announcements Residents	3 announcements		NO CHANGE		$26
WV37	Public Address Announcements Non-Residents	3 announcements				$31
WV38	Recreational Swim/Under 2 Years Resident	Individual Fee/Per Visit		NO CHANGE		$3
WV39	Recreational Swim/Under 2 Years Non-Resident	Individual Fee/Per Visit				$4
WV40	Recreational Swim/Over 2 Years Resident	Individual Fee/Per Visit				$6
WV41	Recreational Swim/Over 2 Years Non-Resident	Individual Fee/Per Visit				$9
	HERITAGE PARK & MUSEUMS					
HP1	Heritage Park Drop-In Programs	Heritage Park Drop-In Programs Per Person		Resident $3 Non-Resident $4		Resident $3 Non-Resident $4
HP2	Ghosts Of Dublin Tour	Per Person Admission Fee		Resident $15 Non-Resident $18		Resident $15 Non-Resident $18
HP3	Weekend History Events	Per Person Per Event		Resident $5-$15 Non-Resident $6-$18		Resident $5-$15 Non-Resident $6-$18
HP4	Group Tours	Per Person Per Tour		Resident $5 Non-Resident $6		Resident $5 Non-Resident $6
HP5	School Field Trips	Per Student Per Field Trip		Resident $4 Non-Resident $5		Resident $4 Non-Resident $5
HP6	Pioneer Activity	Per Student Per Activity		Resident $1.50 Non-Resident $2.50		Resident $1.50 Non-Resident $2.50
HP7	Group Tours Resident	Individual Fee/Per Tour		No Change		$5
HP8	Group Tours Non-Resident	Individual Fee/Per Tour				$6
HP9	School Field Trips Resident	Individual Fee/Per Trip		No Change		$4
HP10	School Field Trips Non-Resident	Individual Fee/Per Trip				$5
HP11	Pioneer Activity Resident	Individual Fee/Per Visit		No Change		$2
HP12	Pioneer Activity Non-Resident	Individual Fee/Per Visit				$3
	Community Garden - $50 deposit					
CG1	Yearly Garden Plot - Resident Only	Individual Fee/Per Year				$50
CG2	Garden Plot Deposit Fee (Refundable)	Individual Fee/Per Year				$50
	Contract Classes					

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
	For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director.			VARIES		VARIES
	Section 10.2: Parks & Recreation Program Fees - Cemetery Fees for Heritage & Cultural Arts Center**					
CF1	Interment Fees Cremation Burial	Per Burial		No Change		$375
CF2	Interment Fees Earth Burial	Per Burial		No Change		$6,800
CF3	Memorial Bench with ability to hold human remains	Per Bench		No Change		Discontinued - Sold Out
CF4	Memorial Boulder with ability to hold human cremations	Per Boulder		No Change		Discontinued - Sold Out
CF5	Memorial Hawthorn Tree with Plaque, No Human Remains	Per Tree		No Change		$800
CF6	Memorial Brick with Personalized Inscription, No Human Remains	Per Brick		No Change		$350-$482
CF7	Adopt a Bench New with engraved plaque	Per Bench				$2,500
CF8	Adopt a Bench Existing with engraved plaque	Per Bench				$1,500
	Section 10.3: Parks & Recreation Program Fees - Facility Rental Fees**					
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2 Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses					
	Additional Facility Rental Fees for Amenities					
FR1	Dance Floor, Stage, Piano, Linens, Cocktail Tables, Patio Heaters, Etc.	Per Amenity				$15-$200
FR2	Groups 1 and 2 Setup and Takedown Only During Business Hours	Per Hour/Per Staff		No Change		$18.00
	Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)					
FR3	Groups 1 and 2 for purpose of meetings	Per Hour		No Change		No Fee
FR4	Group 3 Resident	Per Hour		No Change		$94
FR5	Group 3 Non-Resident	Per Hour				$113
FR6	Group 4 Resident	Per Hour		No Change		$125
FR7	Group 4 Non-Resident	Per Hour				$150
	Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)					
	St. Raymond Church					
FR38	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff				$18
FR39	Group 3 Resident	Per Hour		No Change		$63
FR40	Group 3 Non-Resident	Per Hour				$75
FR41	Group 4 Resident	Per Hour		No Change		$83
FR42	Group 4 Non-Resident	Per Hour				$100
FR43	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate		No Change		10%
	St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone					
FR44	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff				$18
FR45	Group 3 Resident	Per Hour				$60
FR46	Group 3 Non-Resident	Per Hour				$72
FR47	Group 4 Resident	Per Hour				$80
FR48	Group 4 Non-Resident	Per Hour				$96
FR49	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate				10%
	Kolb Sunday School Barn					
FR50	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff		No Change		$28
FR51	Group 3 Resident	Per Hour		No Change		$111
FR52	Group 3 Non-Resident	Per Hour				$134
FR53	Group 4 Resident	Per Hour		No Change		$150
FR54	Group 4 Non-Resident	Per Hour				$180
FR55	Group 3 Discount on Mutiple Rooms	Percentage/Per Hourly Rate		No Change		10%
	Lawn Area					
FR56	Group 1 and 2 for purpose of meetings outside of business hours	Per Hour/Per Staff		No Change		$18
FR57	Group 3 Resident	Per Hour		No Change		$78
FR58	Group 3 Non-Resident	Per Hour				$94
FR59	Group 4 Resident	Per Hour		No Change		$104
FR60	Group 4 Non-Resident	Per Hour				$125
	Library Community Room *Deposit of $500 (Update)					
FR61	Groups 1 and 2 for purpose of meetings	Per Hour		No Change		No Fee
FR62	Group 3 Resident	Per Hour		No Change		$94
FR63	Group 3 Non-Resident	Per Hour				$113

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
FR64	Group 4 Resident	Per Hour		No Change		$125
FR65	Group 4 Non-Resident	Per Hour				$150
	Senior Center Facility Rental *Deposit of $750 (Update)					
	Ballroom					
FR66	Groups 1 and 2 for purpose of meetings	Per Hour		No Change		$51
FR67	Group 3 Resident	Per Hour		No Change		$207
FR68	Group 3 Non-Resident	Per Hour				$247
FR69	Group 4 Resident	Per Hour		No Change		$274
FR70	Group 4 Non-Resident	Per Hour				$330
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays					
FR71	Groups 1 and 2 During Business Hours	Per Hour		$15 per hour		$18
FR72	Groups 1 and 2 Outside of Business Hours	Per Hour		$23 per hour		$24
FR73	Group 3 Resident	Per Hour		Resident $80/Non-resident $96		$83
FR74	Group 3 Non-Resident	Per Hour				$100
FR75	Group 4 Resident	Per Hour		Dublin-based Business		$120
FR76	Group 4 Non-Resident	Per Hour				$144
	Classroom A					
FR77	Groups 1 and 2 Standalone Use Outside of Business Hours	Per Hour		No Change		$18
FR78	Group 3 Resident	Per Hour		No Change		$42
FR79	Group 3 Non-Resident	Per Hour				$49
FR80	Group 4 Resident	Per Hour		No Change		$55
FR81	Group 4 Non-Resident	Per Hour				$65
	Classroom B					
FR83	Groups 1 and 2 Outside of Business Hours	Per Hour		No Change		$18
FR84	Group 3 Resident	Per Hour		No Change		$31
FR85	Group 3 Non-Resident	Per Hour				$37
FR86	Group 4 Resident	Per Hour		No Change		$43
FR87	Group 4 Non-Resident	Per Hour				$51
	Classroom C/D					
FR88	Groups 1 and 2 Outside of Business Hours	Per Hour		No Change		$18
FR89	Group 3 Resident	Per Hour		No Change		$42
FR90	Group 3 Non-Resident	Per Hour				$49
FR91	Group 4 Resident	Per Hour		No Change		$55
FR92	Group 4 Non-Resident	Per Hour				$65
	Meeting Room					
FR93	Groups 1 and 2 for purpose of meeting	Per Hour		No Change		$18
FR94	Group 3 Resident	Per Hour		No Change		$19
FR95	Group 3 Non-Resident	Per Hour				$22
FR96	Group 4 Resident	Per Hour		No Change		$25
FR97	Group 4 Non-Resident	Per Hour				$30
	Shannon Center Facility Rental *Deposit of $750					
	Ambrose Hall					
FR98	Groups 1 and 2 Outside of Business Hours	Per Hour		No Change		$95
FR99	Group 3 Resident	Per Hour		No Change		$279
FR100	Group 3 Non-Resident	Per Hour				$335
FR101	Group 4 Resident	Per Hour		No Change		$370
FR102	Group 4 Non-Resident	Per Hour				$444
	Outdoor Patio (separate from Ballroom rental) Monday-Thursday					
FR103	Groups 1 and 2 Outside of Business Hours	Per Hour				$31
FR104	Group 3 Resident	Per Hour				$123
FR105	Group 3 Non-Resident	Per Hour				$148
FR106	Group 4 Resident	Per Hour				$164
FR107	Group 4 Non-Resident	Per Hour				$197
	Kitchen (separate from Ballroom rental) Minimum 3 hour rental, only permitted on weekdays					
FR108	Groups 1 and 2 Outside of Business Hours	Per Hour		$23 per hour		$24
FR109	Group 3 Resident	Per Hour		Resident $80/Non-resident $96		$83
FR110	Group 3 Non-Resident	Per Hour				$100
FR111	Group 4 Resident	Per Hour		Dublin-based Business		$120
FR112	Group 4 Non-Resident	Per Hour				$144
	Multipurpose Room					
FR113	Groups 1 and 2 Outside of Business Hours	Per Hour		No Change		$26
FR114	Group 3 Resident	Per Hour		No Change		$78

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
FR115	Group 3 Non-Resident	Per Hour				$94
FR116	Group 4 Resident	Per Hour		No Change		$104
FR117	Group 4 Non-Resident	Per Hour				$124
	Classroom					
FR118	Groups 1 and 2 Outside of Business Hours	Per Hour		No Change		$18
FR119	Group 3 Resident	Per Hour		No Change		$33
FR120	Group 3 Non-Resident	Per Hour				$41
FR121	Group 4 Resident	Per Hour		No Change		$45
FR122	Group 4 Non-Resident	Per Hour				$54
	Stager Gym Facility Rental *Deposit ($500) - New					
FR123	Groups 1 and 2	Per Hour		No Change		$42
FR124	Group 3 Resident	Per Hour		No Change		$63
FR125	Group 3 Non-Resident	Per Hour				$75
FR126	Group 4 Resident	Per Hour		No Change		$83
FR127	Group 4 Non-Resident	Per Hour				$100
	The Wave Rentals					
	Full Park Buyout: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower - Deposit $750					
WR1	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$1,250
WR2	Group 3 Non-Resident	Per Hour				$1,500
WR3	Group 4	Per Hour				$1,824
	Children's Splash Zone - Deposit $500					
WR4	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$344
WR5	Group 3 Non-Resident	Per Hour				$413
WR6	Group 4	Per Hour				$521
	Lower Level of Tower: Mt. Diablo, Golden Wave, and Riptide Rider - Deposit $500					
WR7	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$396
WR8	Group 3 Non-Resident	Per Hour				$475
WR9	Group 4	Per Hour				$584
	Full Waterslide Tower: Emerald Plunge, Shamrock Swirl, and Dublin Screamer - Deposit $500					
WR10	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$469
WR11	Group 3 Non-Resident	Per Hour				$563
WR12	Group 4	Per Hour				$709
	Natatorium - Deposit $500					
WR13	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$292
WR14	Group 3 Non-Resident	Per Hour				$354
WR15	Group 4	Per Hour				$427
	Paul McCreary Sports Pool During Normal Operating Hours - Deposit $500					
WR16	Group 1, Group 2, and Group 3 Resident	Per Hour				$292
WR17	Group 3 Non-Resident	Per Hour				$350
WR18	Group 4	Per Hour				$427
	Swim Lane Paul McCreary Sports Pool During Normal Operating Hours					
WR19	Group 1, Group 2, and Group 3 Resident	Per Hour		No Change		$13
WR20	Group 3 Non-Resident	Per Hour				$15
WR21	Group 4	Per Hour				$20
	Community Room - Deposit $500					
WR22	Group 1, Group 2, and Group 3 Resident	Per Hour				$111
WR23	Group 3 Non-Resident	Per Hour				$134
WR24	Group 4	Per Hour				$171
	Amenities and Services					
WR25	Cabana - Weekday Resident	Per Day		No Change		$83
WR26	Cabana - Weekday Non-Resident	Per Day				$100
WR27	Cabana - Weekend Resident	Per Day		No Change		$94
WR28	Cabana - Weekend Non-Resident	Per Day				$113
WR29	Luxury Lounges (2) Resident	Per Day		No Change		$42
WR30	Luxury Lounges (2) Non-Resident	Per Day				$50
WR31	Additional Staff	Per Staff/Per Hour		No Change		$34
WR32	Technology and Equipment Package for Competition	Per Day		No Change		$500
WR33	Individuals or Other Groups	Per Locker/Per Size		No Change		$6-$20

Section 10.4: Parks & Recreation Program Fees - Picnic Area and Amphitheater Rental Fees**

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
	Park Picnic Area Rentals					
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District					
	Group 2: Dublin Based Non-Profits - Chamber of Commerce, Charitable and Social Welfare Organizations, Homeowners Associations, and Sports League Organizations					
	Group 3: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 2					
	Group 4: Commercial - Dublin-Based Businesses and Non-Dublin Businesses					
	Groups 1 and 2					
PR1	Seats 200	Per 4 hours/Each Additional Hour		$100/4 hours		$100/$25
PR2	Seats 96	Per 4 hours/Each Additional Hour		$48/4 hours		$48/$12
PR3	Seats 80	Per 4 hours/Each Additional Hour		$44/4 hours		$44/$11
PR4	Seats 64	Per 4 hours/Each Additional Hour		$32/4 hours		$32/$8
PR5	Seats 56	Per 4 hours/Each Additional Hour		$28/4 hours		$28/$7
PR6	Seats 48	Per 4 hours/Each Additional Hour		$24/4 hours		$24/$6
PR7	Seats 36	Per 4 hours/Each Additional Hour		$18/4 hours		$18/$5
PR8	Seats 24	Per 4 hours/Each Additional Hour		$12/4 hours		$12/$3
PR9	Seats 18	Per 4 hours/Each Additional Hour				$12/$3
	Group 3 Resident					
PR10	Seats 200	Per 4 hours/Each Additional Hour		Resident $300/4 hours		$300/$75
PR12	Seats 96	Per 4 hours/Each Additional Hour		Resident $144/4 hours		$144/$36
PR14	Seats 80	Per 4 hours/Each Additional Hour		Resident $120/4 hours		$120/$30
PR16	Seats 64	Per 4 hours/Each Additional Hour		Resident $96/4 hours		$96/$24
PR18	Seats 56	Per 4 hours/Each Additional Hour		Resident $84/4 hours		$84/$21
PR20	Seats 48	Per 4 hours/Each Additional Hour		Resident $72/4 hours		$72/$18
PR22	Seats 36	Per 4 hours/Each Additional Hour		Resident $54/4 hours		$54/$14
PR24	Seats 24	Per 4 hours/Each Additional Hour		Resident $36/4 hours		$36/$9
PR26	Seats 18	Per 4 hours/Each Additional Hour				$28/$7
	Group 3 Non-Resident					
PR11	Seats 200	Per 4 hours/Each Additional Hour				$360/$90
PR13	Seats 96	Per 4 hours/Each Additional Hour				$173/$43
PR15	Seats 80	Per 4 hours/Each Additional Hour				$144/$36
PR17	Seats 64	Per 4 hours/Each Additional Hour				$115/$29
PR19	Seats 56	Per 4 hours/Each Additional Hour				$101/$25
PR21	Seats 48	Per 4 hours/Each Additional Hour				$86/$22
PR23	Seats 36	Per 4 hours/Each Additional Hour				$65/$16
PR25	Seats 24	Per 4 hours/Each Additional Hour				$43/$11
PR27	Seats 18	Per 4 hours/Each Additional Hour				$36/$9
	Group 4 Residents					
PR28	Seats 200	Per 4 hours/Each Additional Hour		Resident $400/4 hours		$400/$100
PR30	Seats 96	Per 4 hours/Each Additional Hour		Resident $192/4 hours		$192/$48
PR32	Seats 80	Per 4 hours/Each Additional Hour		Resident $152/4 hours		$152/$38
PR34	Seats 64	Per 4 hours/Each Additional Hour		Resident $127/4 hours		$127/$32
PR36	Seats 56	Per 4 hours/Each Additional Hour		Resident $112/4 hours		$112/$28
PR38	Seats 48	Per 4 hours/Each Additional Hour		Resident $96/4 hours		$96/$24
PR40	Seats 36	Per 4 hours/Each Additional Hour		Resident $72/4 hours		$72/$18
PR42	Seats 24	Per 4 hours/Each Additional Hour		Resident $48/4 hours		$48/$12
PR44	Seats 18	Per 4 hours/Each Additional Hour				$36/$9
	Group 4 Non-Residents					
PR29	Seats 200	Per 4 hours/Each Additional Hour				$480/$120
PR31	Seats 96	Per 4 hours/Each Additional Hour				$230/$58
PR33	Seats 80	Per 4 hours/Each Additional Hour				$182/$46
PR35	Seats 64	Per 4 hours/Each Additional Hour				$152/$38
PR37	Seats 56	Per 4 hours/Each Additional Hour				$134/$34
PR39	Seats 48	Per 4 hours/Each Additional Hour				$115/$29
PR41	Seats 36	Per 4 hours/Each Additional Hour				$86/$22
PR43	Seats 24	Per 4 hours/Each Additional Hour				$58/$15
PR45	Seats 18	Per 4 hours/Each Additional Hour				$44/$11
	Emerald Glen Amphitheater Fees					
AM1	Groups 1 and 2	Daily Fee		No Change		$216
AM3	Group 3 Resident	Daily Fee		No Change		$651
AM4	Group 3 Non-Resident	Daily Fee		No Change		$782

#	Item / Service	Description / Unit	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22	FY 2023-24 Fees Prior to rounding down	Fee Effective 7/1/23
AM5	Group 4 Resident	Daily Fee		No Change		$867
AM6	Group 4 Non-Resident	Daily Fee		No Change		$1,040
Section 10.5: Parks & Recreation Program Fees - Sports Fields Rental Fees**						
	Group 1: Public Agencies - County of Alameda, Dublin-San Ramon Services District, Dublin Unified School District					
	Group 2: Approved Dublin Based Youth Sports League Organizations - at least 75% Dublin Residents					
	Group 3: Dublin Based Non-Profits and Approved Adult Sports League Organizations (51% residents) - Chamber of Commerce, Charitable and Social Welfare Organizations, and Homeowners Associations					
	Group 4: Individuals and Other Groups - Dublin Residents, Non-Residents of Dublin, and Charitable Groups Not Approved for Group 3					
	Group 5: Commercial - Dublin-Based Businesses and Non-Dublin Businesses					
	Turf Fields - Deposit $250 per field					
SR1	Groups 1 and 2	Per Field/Per Hour		No Change		$7
SR2	Group 3	Per Field/Per Hour				$18
SR3	Group 4 Residents	Per Field/Per Hour				$22
SR4	Group 4 Non-Residents	Per Field/Per Hour				$26
SR5	Group 5 Residents	Per Field/Per Hour				$35
SR6	Group 5 Non-Residents	Per Field/Per Hour				$42
	Synthetic Turf Fields - Deposit $250 per field					
SR7	Groups 1 and 2	Per Field/Per Hour		No Change		$26
SR8	Group 3	Per Field/Per Hour				$52
SR9	Group 4 Residents	Per Field/Per Hour				$65
SR10	Group 4 Non-Residents	Per Field/Per Hour				$78
SR11	Group 5 Residents	Per Field/Per Hour				$104
SR12	Group 5 Non-Residents	Per Field/Per Hour				$125
	(1) Cricket Turf Fields					
SR13	Groups 1 and 2	Per Field/Per Hour		No Change		$78
SR14	Group 3	Per Field/Per Hour		No Change		$124
SR15	Group 4 Residents	Per Field/Per Hour		No Change		$195
SR16	Group 4 Non-Residents	Per Field/Per Hour				$234
SR17	Group 5 Residents	Per Field/Per Hour		No Change		$259
SR18	Group 5 Non-Residents	Per Field/Per Hour				$310
	Sports Lighting					
SR19	Groups 1 and 2	Per Field/Per Hour		No Change		$26
SR20	Group 3	Per Field/Per Hour		No Change		$28
SR21	Group 4 Residents	Per Field/Per Hour		No Change		$35
SR22	Group 4 Non-Residents	Per Field/Per Hour				$43
SR23	Group 5 Residents	Per Field/Per Hour		No Change		$57
SR24	Group 5 Non-Residents	Per Field/Per Hour				$68
	Other					
SR25	Administration Charge for Field Cancellations and Permit Changes	Per Cancellation/Permit Change				$25
For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.						
	Tennis Courts					
TR1	Groups 1 and 2	Per Court/Per Hour		No Change		$5
TR2	Group 3	Per Court/Per Hour				$7
TR3	Group 4 Residents	Per Court/Per Hour		No Change		$10
TR4	Group 4 Non-Residents	Per Court/Per Hour				$12
TR5	Group 5 Residents	Per Court/Per Hour		No Change		$16
TR6	Group 5 Non-Residents	Per Court/Per Hour				$19
	Cricket Batting Cages					
CR1	Groups 1 and 2	Per Cage/Per Hour		No Change		$16
CR2	Group 3	Per Cage/Per Hour				$16
CR3	Group 4 Residents	Per Cage/Per Hour		No Change		$19
CR4	Group 4 Non-Residents	Per Cage/Per Hour				$23
CR5	Group 5 Residents	Per Cage/Per Hour		No Change		$23
CR6	Group 5 Non-Residents	Per Cage/Per Hour				$23

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 20, 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 May 1, 2023 – May 31, 2023, totaling $19,380,166.08.

STAFF RECOMMENDATION:

Receive the reports.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	May 1, 2023 – May 31, 2023
Total Number of Payments:	420
Total Amount of Payments:	$19,380,166.08

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning May 1, 2023, through May 31, 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 May 2023

City of Dublin
Payment Issuance Report

Print Date: 6/6/2023

Payments Dated 5/1/2023 through 5/31/2023

Date Issued	Payee	Description	Amount
5/1/2023	A4 PROMOTIONS & INCENTIVES	100 POSTERS FOR ST. PATS	200.75
5/1/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES	744.40
5/1/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES - FARMERS MARKET	766.20
5/1/2023	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT SVCS - FEB 2023	1,652.50
5/1/2023	ALLIANT INSURANCE SVCS INC	INSURANCE SALES FOR TENANT/USER PERMITS	8,039.00
5/1/2023	ARROW FIRE PROTECTION	FIRE EXTINGUISHER REPAIRS/MAINTENANCE	1,514.30
5/1/2023	AT&T	SERVICE TO WAVE 04/12/2023	88.09
5/1/2023	AT&T	SERVICE TO 800 04/12/2023	0.16
5/1/2023	AT&T	SERVICE TO SHANNON 04/12/2023	196.28
5/1/2023	AT&T	SERVICE TO SR ALARM 04/12/2023	157.01
5/1/2023	AT&T	SERVICE TO CIVIC 04/12/2023	96.72
5/1/2023	AT&T	SERVICE TO LIBRARY 911 04/14/2023	23.17
5/1/2023	AT&T	SERVICE TO CY 04/14/2023	44.80
5/1/2023	AT&T	SERVICE TO CY FAX 04/14/2023	23.17
5/1/2023	AT&T	SERVICE TO PSC FIRE ALARM 04/14/2023	44.80
5/1/2023	AT&T	SERVICE TO FSP FAX 04/14/2023	44.80
5/1/2023	AT&T	SERVICE TO PSC POLICE 04/15/2023	23.17
5/1/2023	AT&T	SERVICE TO FS18 04/14/2023	66.42
5/1/2023	AT&T	SERVICE TO CY 04/14/2023	228.17
5/1/2023	AT&T	SERVICE TO BLDG INSP 04/14/2023	23.17
5/1/2023	AT&T	SERVICE TO ELEVATOR 04/14/2023	88.05
5/1/2023	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
5/1/2023	AT&T	PSC 600M INTERNET & VOIP SERVICES	2,059.53
5/1/2023	AT&T	CVC AT&T IPFLEX VOIP LINE	614.33
5/1/2023	BAY AREA AIR QUALITY MGMT DIST	ANNUAL PERMIT RENEWAL 2023-2024	499.00
5/1/2023	BERL ENTERPRISES LLC	CIVIC CNTR WATER BOTTLE FILLING STATION - APR 2023	3,401.87
5/1/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 MAR 2023	4,900.00
5/1/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	122.20
5/1/2023	BOY SCOUT TROOP 905	ASSIST WITH ST PATS EVENT SETUP/CLEANUP	2,750.00
5/1/2023	CAL PERS	PERS RETIREMENT PLAN: APR COUNCILMEMBERS	1,118.09
5/1/2023	CAL PERS	PERS RETIREMENT PLAN: PE 4/21/23	87,040.38
5/1/2023	CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES SEPT 2022	4,352.62
5/1/2023	CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES FEB 2023	3,441.91
5/1/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	479.80
5/1/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	346.33
5/1/2023	COMCAST	CIVIC CENTER COMCAST 500M INTERNET	2,300.00
5/1/2023	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2023	237.00
5/1/2023	COULSON & ASSOCIATES	PLAN REVIEW WALLIS RANCH COMM PARK FEB 2023	617.50
5/1/2023	COULSON & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW FEB 2023	17,355.00
5/1/2023	DAHLIN GROUP INC	ACCIDENT REPAIR (CLAIM #27370A9) CONSTR. JAN 2023	571.25
5/1/2023	DARIA KRYUCHKOVA	LITTLE LIBRARIES ARTWORK	500.00
5/1/2023	DELL MARKETING L.P. C/O DELL USA L.P.	VXRAIL SOFTWARE LICENSE - DATACENTER VIRTUAL CLOUD	39,349.90
5/1/2023	DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	238.55
5/1/2023	DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	166.41
5/1/2023	DUBLIN CHEVROLET	2023 GMC ACADIA REPLACING D31	44,290.77
5/1/2023	ECOLAB, INC.	SUPPLIES FOR THE 3 SINK WASHER IN KITCHEN	2,611.79
5/1/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: APR COUNCILMEMBERS	7.57
5/1/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 4/21/23	21,443.50
5/1/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	299.55
5/1/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	220.00
5/1/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	450.00
5/1/2023	GROUNDED SOLUTIONS NETWORK	HOMEKEEPER SOFTWARE ANNUAL LICENSE RENEWAL	6,300.00
5/1/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING,	DESIGN OF CULTURAL ARTS CENTER - FEB 2023	29,522.10
5/1/2023	HDL COREN & CONE	PROPERTY TAX CONSULTING SERVICES APR-JUN 2023	1,895.57
5/1/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 4/21/23	3,224.43
5/1/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 4/21/23	1,345.99
5/1/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 4/21/23	2,146.54
5/1/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 4/21/23	27,559.27
5/1/2023	JACK LIANG	MARCH MILEAGE REIMBURSEMENT	463.81
5/1/2023	JAM SERVICES INC	TRAFFIC SIGNAL SUPPLIES - MAR 2023	443.00
5/1/2023	JOY LIU	DUBLIN PRIDE WEEK EVENT PHOTOGRAPHY	210.00

5/1/2023	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	5,675.30
5/1/2023	KIMBERLY FRIESEN	REFUND ON PERMIT R7314	900.00
5/1/2023	KITTELSON & ASSOCIATES, INC.	CITYWIDE BIKE/PED MASTER PLAN UPDATE - JAN 2023	3,425.26
5/1/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	13,246.00
5/1/2023	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	637.50
5/1/2023	LANLOGIC INC.	LANLOGIC UMBRELLA OPEN DNS WEB PROTECTION	1,050.00
5/1/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	23.46
5/1/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	282.72
5/1/2023	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	637.50
5/1/2023	LIVERMORE AMADOR VALLEY	ROUTE 30 - EVENT SHUTTLE - NO CHARGE TO RIDERS	450.00
5/1/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	553.23
5/1/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	266.47
5/1/2023	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES	6,750.00
5/1/2023	MCE CORPORATION	MAINTENANCE SERVICES - FEB 2023	721,655.89
5/1/2023	MCE CORPORATION	MAINTENANCE SERVICES - MAR 2023	827,299.75
5/1/2023	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SVCS	516.50
5/1/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT -JAN 2023	1,769.03
5/1/2023	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD FEB 2023	73,363.39
5/1/2023	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS FEB 2023	1,915.81
5/1/2023	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS FEB 2023	2,953.53
5/1/2023	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS -FEB 2023	1,436.85
5/1/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT - MAR 2023	15,010.12
5/1/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES - MAR 2023	14,767.67
5/1/2023	NORM'S TOWING SERVICE, LLC	TOWING SERVICE	825.00
5/1/2023	NORM'S TOWING SERVICE, LLC	TOWING SERVICE	375.00
5/1/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3 MAR 2023	11,645.50
5/1/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES- FEB 2023	9,000.00
5/1/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES- MAR 2023	11,162.00
5/1/2023	PG&E	B1 ART LIGHTING 7401 DUBLIN BLVD 04/03/23	715.28
5/1/2023	PG&E	B1 SERVICE TO GG IRRIG 03/31/2023	275.40
5/1/2023	PG&E	A6 SERVICE TO FS17 04/05/2023	1,314.13
5/1/2023	PG&E	TC1 SERVICE TO DB 04/05/2023	75.65
5/1/2023	PG&E	LS2-A SERVICE TO 04/06/2023	1,992.60
5/1/2023	PG&E	SERVICE TO WAVE 04/05/2023	34,234.07
5/1/2023	PG&E	TC1 SERVICE TO DB 03/07/23	9,293.34
5/1/2023	PG&E	SERVICE TO LIBRARY 03/30/23	5,339.00
5/1/2023	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED	335.35
5/1/2023	R. YOUNAN LLC	REC CLASS INSTRUCTOR	319.20
5/1/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	1,406.42
5/1/2023	RROOAR	REC CLASS INSTRUCTOR	2,029.80
5/1/2023	SELECT IMAGING	NAME BADGE FOR COMMISSIONER	20.56
5/1/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
5/1/2023	SILVER & WRIGHT LLP	SPECIAL COUNSEL LEGAL SERVICES	285.00
5/1/2023	SILVER & WRIGHT LLP	SPECIAL COUNSEL LEGAL SERVICES	105.00
5/1/2023	SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS FEB 2023	10,293.75
5/1/2023	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN FEB 2023	9,060.53
5/1/2023	THE IRISH HERALD	1/2 PAGE ADVERTISEMENT FOR ST PATS EVENT	900.00
5/1/2023	THE LAMAR COMPANIES	BUS ADVERTISEMENT FOR ST PATS EVENT	775.00
5/1/2023	THE LAMAR COMPANIES	BUS ADVERTISEMENT FOR ST PATS EVENT	2,925.00
5/1/2023	TIREHUB, LLC.	POLICE VEHICLE MAINTENANCE	1,477.00
5/1/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THRU 3/20/23	822.65
5/1/2023	TREASURER ALAMEDA COUNTY	LATENT FINGERPRINT SERVICES	196.52
5/1/2023	TREASURER ALAMEDA COUNTY	COUNTY FEES	1,694.50
5/1/2023	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE DEC 2022	40,271.31
5/1/2023	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE JAN 2023	26,595.32
5/1/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	933.81
5/1/2023	US BANK - PARS	PARS: PE 4/21/23	2,874.21
5/1/2023	VIDYA GIRISH	REC CLASS INSTRUCTOR	276.00
5/1/2023	VIGILANT SOLUTIONS, LLC.	POLICE CAMERAS SOFTWARE LICENSE RENEWAL	21,750.00
5/1/2023	WESCO GRAPHICS INC	ACTIVITY GUIDE & CITY REPORTS PRINTING	10,700.42
5/1/2023	WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	955.00
5/1/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS,	TAKS ORDER 1 SIGNAL COMM UPGRADE - DEC 2022	477.62
5/1/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS,	COMMUNITY WORKFORCE ADMIN SERVICES - DEC 2022	1,283.30

Payments Issued 5/1/2023 Total: 2,252,700.70

5/8/2023	4LEAF INC.	BLDG INSPECTIONS & PLAN CHECK SVCS MAR 2023	66,514.00
5/8/2023	ARROW ELECTRONICS INC	OUTDOOR SIGNAGE FOR BUSINESS - DISPLAY MOUNT	723.24
5/8/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	394.79
5/8/2023	BKF ENGINEERS	ANNUAL STREET RESURFACING PROJECT - FEB 2023	1,414.00
5/8/2023	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT - FEB 2023	10,194.78
5/8/2023	BLUETOAD, INC.	2023 SUMMER ACTIVITY GUIDE EXTRA DOWNLOADS	21.53
5/8/2023	BRAS & MATTOS MONUMENT COMPANY	INSTALLATION OF BENCHES AND ONE BENCH	4,050.00
5/8/2023	BSK ASSOCIATES INC.	TESTING/INSP DON BIDDLE COMMUNITY PARK -APR 2023	960.25
5/8/2023	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE	15,985.00
5/8/2023	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	568.88
5/8/2023	CODE FOR FUN	REC CLASS INSTRUCTOR	122.50
5/8/2023	CODE FOR FUN	REC CLASS INSTRUCTOR	122.50
5/8/2023	EASTERSEALS NORTHERN CA	HUMAN SERVICE GRANT FY2022-23	15,250.00
5/8/2023	ECS IMAGING INC.	CONFIGURATION OF RETENTION LASERFICHE WORKFLOW	2,800.00
5/8/2023	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW	3,899.50
5/8/2023	ESRI	ANNUAL GIS SOFTWARE MAINTENANCE	1,026.91
5/8/2023	GOODNESS VILLAGE	HUMAN SERVICE GRANT FY2022-23	1,540.00
5/8/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING,	DESIGN OF CULTURAL ARTS CENTER - MAR 2023	29,522.10
5/8/2023	GVP VENTURES INC	FINANCE DIRECTOR EXECUTIVE RECRUITMENT	3,000.00
5/8/2023	GVP VENTURES INC	FINANCE DIRECTOR EXECUTIVE RECRUITMENT	8,917.64
5/8/2023	HEALTHEQUITY, INC.	HRA/FSA/COMMUTER FEES	653.75
5/8/2023	INGRID REGISTER	KIDS ENTERTAINMENT AT EGGSTRAVEAGANZA	300.00
5/8/2023	INTEGRA PLANNING & LANDSCAPE ARCHITECTURE	LANDSCAPE PLAN CHECK & INSPECTIONS	270.00
5/8/2023	JAM SERVICES INC	TRAFFIC INTERSECTION CAMERAS JAN 2023	28,665.00
5/8/2023	JOHN KNOX PRESBYTERIAN CHURCH	ST. PATRICK'S EVENT - SERVICE AT FOOD COURT	1,100.00
5/8/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES - MAR 2023	1,357.00
5/8/2023	LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	5,399.48
5/8/2023	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	2,612.50
5/8/2023	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	2,661.25
5/8/2023	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS - MAR 2023	718.43
5/8/2023	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS - MAR 2023	3,592.13
5/8/2023	MNS ENGINEERS, INC.	INSP/CONSTR MGT-2021 SLURRYSEAL/DUBLIN BLVD APR 2023	1,627.93
5/8/2023	ON THE VINE CATERING	CATERING FOR SENIOR CENTER VOLUNTEER EVENT	3,369.24
5/8/2023	PARK ENGINEERING, INC.	ENERGY EFFICIENCY PROJECT MANAGEMENT	13,850.62
5/8/2023	PIERRE GALANG	DJ/MC SERVICE AT EGGSTRAVAGANZA	650.00
5/8/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC - MAY 2023	50.59
5/8/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - MAY 2023	85.98
5/8/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE - MAY 2023	58.63
5/8/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC - MAY 2023	94.93
5/8/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR - MAY 2023	91.75
5/8/2023	RANJINI VENKATACHARI	TEMPORARY ART PROGRAM - LITTLE LIBRARIES	500.00
5/8/2023	SABOO INC.	CONTRACT RETENTION	515.00
5/8/2023	SABOO INC.	PK0215 HERITAGE PARK CEMETERY IMPROV RETENTION	61,334.63
5/8/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	885.90
5/8/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
5/8/2023	SIERRA DISPLAY, INC.	GREEN BUILDING LIGHTS FOR CIVIC CENTER	952.01
5/8/2023	SOLARWINDS, INC.	SOLARWINDS SERVICE DESK ANNUAL SUBSCRIPTION	9,936.00
5/8/2023	SOPHIA LEE	TEMPORARY ART PROGRAM - LITTLE LIBRARIES	500.00
5/8/2023	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT	2,209.04
5/8/2023	STATE WATER RESOURCES CONTROL	WATER BOARD ANNUAL PERMIT - APR 2023	548.00
5/8/2023	SURF TO SNOW ENVIRONMENTAL RESOURCE	NPDES PERMIT INSPECTION/ILLICIT DISCHARGE RESPONSE	682.75
5/8/2023	SURF TO SNOW ENVIRONMENTAL RESOURCE	NPDES PERMIT INSPECTION/ILLICIT DISCHARGE RESPONSE	2,459.00
5/8/2023	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER FEB 2023	45,465.20
5/8/2023	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER MAR 2023	60,210.00
5/8/2023	VALERIE DEAM MC GRATH IRISH DANCERS	ST. PATRICK'S DAY EVENT ENTERTAINMENT	500.00
5/8/2023	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE	11,416.95
5/8/2023	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE	10,262.06
5/8/2023	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENTS	437,524.40
5/8/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS,	COMMUNITY WORKFORCE ADMIN SERVICES NOV 2022	4,544.58
5/8/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS,	COMMUNITY WORKFORCE ADMIN SERVICES MAR 2023	1,121.91

Payments Issued 5/8/2023 Total: 888,145.38

5/11/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 5/5/23	70,670.00
		Payments Issued 5/11/2023 Total:	**70,670.00**
5/12/2023	CAL PERS	PERS RETIREMENT PLAN: PE 5/5/23	85,328.49
5/12/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/5/23	21,976.67
		Payments Issued 5/12/2023 Total:	**107,305.16**
5/15/2023	ACTIONABLE SCIENCE INC	ENTERPRISE SERVICE DESK SUBSCRIPTION	6,000.00
5/15/2023	ADC CONSTRUCTION MANAGEMENT	CIVIC CENTER HVAC & ROOF REPLACEMENT	26,727.55
5/15/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES - MAR 2023	5,060.00
5/15/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES - APR 2023	5,060.00
5/15/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	8,040.00
5/15/2023	AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - APR 2023	29,399.66
5/15/2023	AMADOR VALLEY INDUSTRIES LLC	PROPERTY TAX REVENUE COLLECTED FOR REFUSE SERVICES	4,074,519.60
5/15/2023	AMY L. JONES	REC CLASS INSTRUCTOR	187.20
5/15/2023	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	600.00
5/15/2023	ARIEL LEARY	CUST SERVICE SPEAKER FOR STAFF TRAINING	400.00
5/15/2023	ARROW ELECTRONICS INC	OUTDOOR SIGNAGE FOR BUSINESS	5,432.01
5/15/2023	AT&T	SERVICE TO FS2-3 4/26/2023	305.82
5/15/2023	AT&T	SERVICE TO SHANNON FAX 4/27/2023	23.01
5/15/2023	AT&T	SERVICE TO FS16 4/27/2023	44.48
5/15/2023	AT&T	SERVICE TO CIVIC 04/27/2023	23.01
5/15/2023	AT&T	CLARK AVE 4/27/2023	23.01
5/15/2023	AT&T	PSC 600M INTERNET & VOIP SERVICES	2,059.80
5/15/2023	AT&T	CVC AT&T IPFLEX VOIP LINE	620.28
5/15/2023	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
5/15/2023	AT&T - CALNET 3	ASE CIRCUITS TO 3/31/23	2,515.62
5/15/2023	AT&T - CALNET 3	HERITAGE 9391018979	47.21
5/15/2023	AXIS COMMUNITY HEALTH	AXIS BRIDGE SERVICES	28,542.59
5/15/2023	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES APR 2023	139.08
5/15/2023	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES	2,480.00
5/15/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	157.64
5/15/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	68.19
5/15/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	63.23
5/15/2023	BRINKS, INC.	ARMORED CAR SERVICE	276.55
5/15/2023	BSK ASSOCIATES INC.	JORDAN RNCH SQ GEOTECH SRVS DURING DESIGN MAR 2023	509.58
5/15/2023	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 APR 2023	4,445.25
5/15/2023	CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES MAR 2023	18,347.76
5/15/2023	CARAHSOFT	SOLARWINDS UDT UT2500 ANNUAL MAINTENANCE RENEWAL	495.90
5/15/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	525.88
5/15/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	527.16
5/15/2023	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	864.00
5/15/2023	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	819.00
5/15/2023	CCF IND SIERRA TRINITY LLC	DV BALANCE REFUND DV0319	815.25
5/15/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	494.40
5/15/2023	COMCAST	CIVIC CENTER CABLE	456.81
5/15/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	402.48
5/15/2023	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW - DEC 2022	2,014.50
5/15/2023	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW - JAN 2023	1,185.00
5/15/2023	DEPARTMENT OF JUSTICE ACCTNG OFFICE-	FINGERPRINTING	492.00
5/15/2023	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - APR 2023	516.00
5/15/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER WATER	188.76
5/15/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER PG&E ELECTRIC	1,514.06
5/15/2023	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS	267.50
5/15/2023	DUTCHOVER & ASSOCIATES	ENGINEERING PLAN REVIEW SERVICES APR 2023	57.50
5/15/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE APR 2023	7,800.00
5/15/2023	EAST BAY REGIONAL	MOBILE RADIO REGIONAL CONNECTIVITY FY22-23	61,920.00
5/15/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	2,192.84
5/15/2023	EOA, INC.	STORMWATER NPDES IMPLEMENTATION ASSISTANCE	11,175.50
5/15/2023	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW - FEB 2023	4,382.75
5/15/2023	EVERPRO KIDS	REC CLASS INSTRUCTOR	891.00
5/15/2023	EVERPRO KIDS	REC CLASS INSTRUCTOR	1,522.68

5/15/2023	EVERYTHING GROWS INTERIOR LANDSCAPING	49814 - INTERIOR PLANT CARE & MAINT. - MAY 2023	212.69
5/15/2023	GIS PLANNING	ANNUAL HOUSING DEMOGRAPHIC REPORT	1,160.00
5/15/2023	GLADWELL GOVERNMENTAL SVCS INC	RECORDS MANAGEMENT ASSISTANCE	450.00
5/15/2023	GUIDA SURVEYING INC.	ENGINEERING PLAN REVIEW SERVICES - APR 2023	1,729.42
5/15/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 5/5/23	5,792.07
5/15/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 5/5/23	1,328.03
5/15/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 5/5/23	30,393.63
5/15/2023	ICITYWORK	PLANNED DEVELOPMENT AND CIP WEBPAGES	1,512.00
5/15/2023	INTEGRA PLANNING & LANDSCAPE ARCHITECTURE	LANDSCAPE PLAN CHECK & INSPECTIONS	675.00
5/15/2023	INTEGRA PLANNING & LANDSCAPE ARCHITECTURE	LANDSCAPE PLAN CHECK & INSPECTIONS	405.00
5/15/2023	KALAMAL LLC	OUTDOOR OPERATIONS GRANT REIMBURSEMENT FOR SDRW	4,732.04
5/15/2023	KATHLEEN AHERN PHOTOGRAPHY	CITY COUNCIL PHOTOS	248.02
5/15/2023	KENYATTA ALI	REC CLASS INSTRUCTOR	405.00
5/15/2023	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	544.80
5/15/2023	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,362.00
5/15/2023	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR APR 2023	60.64
5/15/2023	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	637.50
5/15/2023	LANLOGIC INC.	LANLOGIC UMBRELLA OPEN DNS WEB PROTECTION	1,050.00
5/15/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	13,664.00
5/15/2023	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	87.50
5/15/2023	LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	7,133.75
5/15/2023	MICHAEL BAKER INT'L, INC.	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING	4,465.00
5/15/2023	MINUTEMAN PRESS	LLAD 1986-1 MAILING	1,026.90
5/15/2023	MINUTEMAN PRESS	LLAD 1983-2 MAILING	777.27
5/15/2023	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS MAR 2023	1,516.68
5/15/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - APR 2023	22,019.00
5/15/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3 APR 2023	12,563.50
5/15/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - JAN 2023	10,076.00
5/15/2023	PG&E	B6 SERVICE TO FSP 04/05/23	2,828.76
5/15/2023	PG&E	B10S SERVICE TO EGP 04/12/23	1,167.95
5/15/2023	PG&E	B6 PARK IRRIGATION 04/06/23	3,051.71
5/15/2023	PG&E	B6 SERVICE TO BRAY CMMN 04/12/23	84.70
5/15/2023	PG&E	TC1 SERVICE TO VARIOUS 3/10-4/06	9,507.45
5/15/2023	PG&E	SERVICE TO PSC 04/16/23	6,772.94
5/15/2023	PG&E	TC1 SERVICE TO TASSAJARA 04/10/23	107.90
5/15/2023	PG&E	TC1 SERVICE TO FALLON 04/13/23	110.82
5/15/2023	PG&E	TC1 SERVICE TO 3544 DB 04/13/23	102.00
5/15/2023	PG&E	LS2-A SERVICE TO ARN & MART 04/17/23	77.58
5/15/2023	PG&E	LS2-A SERVICE TO CENTRAL 04/17/23	11.03
5/15/2023	PG&E	A1 SERVICE TO SR CTR 04/12/23	1,272.96
5/15/2023	PG&E	LS2-A SERVICE TO AVELLINA 04/13/23	316.41
5/15/2023	PG&E	B1 SERVICE TO PSC 04/16/23	3,193.33
5/15/2023	PG&E	A6 SERVICE TO FS18 04/12/23	937.85
5/15/2023	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	630.68
5/15/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON -APR 2023	70.40
5/15/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - MAY 2023	49.97
5/15/2023	R. YOUNAN LLC	REC CLASS INSTRUCTOR	866.40
5/15/2023	R. YOUNAN LLC	REC CLASS INSTRUCTOR	273.60
5/15/2023	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	72.00
5/15/2023	ROUTEWARE,INC.	RECYCLIST PROGRAM TRACKER SUBSCRIPTION	900.00
5/15/2023	S & J ADVERTISING INC	MARKET PLACE AD IN YOUR TOWN MONTHLY	350.00
5/15/2023	SCA OF CA LLC	STREET SWEEPING SERVICES APR 2023	22,180.21
5/15/2023	SELECT IMAGING	RETIREMENT CLOCKS	666.58
5/15/2023	SELECT IMAGING	CODE ENFORCEMENT THANK YOU CARDS	186.29
5/15/2023	SIERRA SINGLE PLY, INC	PERMIT REFUND FOR PERMIT #BLDG-2022-02463	11,948.00
5/15/2023	SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE SUPPLIES	43.48
5/15/2023	SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE SUPPLIES	220.38
5/15/2023	SMITH ART CONSERVATION	PUBLIC ART CLEANING, REPAIR, AND CONSERVATION	5,575.00
5/15/2023	SPECIAL EVENTS	SPECIAL EVENT EQUIPMENT RENTAL	21,033.35
5/15/2023	SPECIAL EVENTS	SPECIAL EVENT EQUIPMENT RENTAL	14,383.91
5/15/2023	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT	1,619.54
5/15/2023	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	SEASONAL HIRING TB TESTS	571.00
5/15/2023	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN MAR 2023	22,429.50
5/15/2023	THE CITIES GROUP A JOINT POWERS AUTHORITY	WORKERS COMP & SAFETY COMPLIANCE ASSMNT 4/1-6/30	622.30
5/15/2023	THE ECOHERO SHOW, LLC.	SB1383 LITER REDUCTION, RECYCLING AND WASTE SORTIN	3,600.00

5/15/2023	THE ECOHERO SHOW, LLC.	SB1383 LITER REDUCTION, RECYCLING AND WASTE SORTIN	2,700.00
5/15/2023	THE INDEPENDENT	ADVERTISMENT FOR ST. PATS EVENT	1,350.00
5/15/2023	TIMECLOCK PLUS, LLC.	TIMECLOCK PLUS	15,599.76
5/15/2023	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 4/21/23	142.46
5/15/2023	TREASURER ALAMEDA COUNTY GENERAL	FUEL - MAR 2023	16,138.35
5/15/2023	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING F/S 16, 17, 18	126.00
5/15/2023	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING LIBRARY	323.75
5/15/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	1,908.04
5/15/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - APR 2023	22,217.83
5/15/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - EXTRA SERVICES - APR 2023	5,360.32
5/15/2023	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	2,902.20
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES - APR 2023	600.47
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERV - SHANNON APR 2023	1,377.05
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES FS16 APR 2023	359.65
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES FS17 APR 2023	553.79
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES WAVE APR 2023	878.43
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES -SENIOR APR 2023	318.27
5/15/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES - FS18 - APR 2023	315.09
5/15/2023	US BANK - PARS	PARS: PE 5/5/23	2,961.83
5/15/2023	WARREN PAYLADO	REC CLASS INSTRUCTOR	480.60
5/15/2023	WARREN PAYLADO	REC CLASS INSTRUCTOR	160.20
5/15/2023	WC3-WEST COAST CODE CONSULTANT	EPROCESS360 SUBSCRIPTION FEE - APR 2023	33,010.00
5/15/2023	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,493.40
		Payments Issued 5/15/2023 Total:	**4,700,582.68**
5/17/2023	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - APR 2023	11,172.93
		Payments Issued 5/17/2023 Total:	**11,172.93**
5/19/2023	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - APR 2023	14,264.95
5/19/2023	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - APR 2023	2,085.85
		Payments Issued 5/19/2023 Total:	**16,350.80**
5/22/2023	4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - APR 2023	54,959.50
5/22/2023	A4 PROMOTIONS & INCENTIVES	CITY COUNCIL BUSINESS CARDS	583.08
5/22/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	61.81
5/22/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	102.20
5/22/2023	A4 PROMOTIONS & INCENTIVES	PRINTING OF HUMAN SERVICES POCKET GUIDES	1,897.62
5/22/2023	A4 PROMOTIONS & INCENTIVES	5K FUN RUN STEP AND REPEAT	390.60
5/22/2023	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	540.00
5/22/2023	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	855.00
5/22/2023	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT SVCS MAR 2023	1,185.00
5/22/2023	ALAMEDA COUNTY FIRE DEPARTMENT ATTN:	FIRE SERVICES FY22-23 APR 2023	1,299,913.08
5/22/2023	ALAMEDA COUNTY FIRE DEPARTMENT ATTN:	FIRE SERVICES FY22-23 MAR 2023	1,336,384.84
5/22/2023	ALAMEDA COUNTY FIRE DEPARTMENT ATTN:	FIRE SERVICES FY22-23 MAY 2023	1,299,913.08
5/22/2023	ALL SEASONS ROOFING & WATERPROOFING, INC.	GAF ROOF WARRANTY REPAIR - MAR 2023	1,384.00
5/22/2023	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	180.00
5/22/2023	AT&T	SERVICE TO PSC 05/01/2023	88.05
5/22/2023	AT&T	PSC 600M INTERNET & VOIP SERVICES	2,059.53
5/22/2023	AT&T - CALNET 3	ASE CIRCUITS TO 4/30/23	2,327.24
5/22/2023	AT&T - CALNET 3	HERITAGE 9391018979	24.29
5/22/2023	BAKER TILLY US, LLP	CITY COUNCIL TEAM BUILDING WORKSHOP 2023	11,990.00
5/22/2023	BAKER TILLY US, LLP	CITY MANAGER EVALUATION 2023	8,000.00
5/22/2023	BAY ALARM COMPANY	ALARM SERVICES - WAVE SNACK BAR MAY 2023	11.00
5/22/2023	BEST LOCKERS, LLC	THE WAVE LOCKER SERVICE	6,780.06
5/22/2023	BICENTENNIAL SQUARE PARTNERS	YEAR 3 SALES TAX REIMBURSEMENT	135,500.13
5/22/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	189.37
5/22/2023	BRIARHILL SWIM TEAM	VRE CITIZEN OF THE YEAR AWARDEE	300.00
5/22/2023	BUBBLEMANIA AND COMPANY LLC	ON SITE FIELDTRIP FOR CAMPS	320.00
5/22/2023	CALEHS ATTN: JOE MOULTON	DESIGNATED UST OPERATOR INSP. SVCS - APR 2023	300.00
5/22/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	526.52
5/22/2023	CDW GOVERNMENT INC	ZOOM VIDEO SOFTWARE LICENSING	18,000.00
5/22/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	681.60
5/22/2023	CITY OF PLEASANTON	TRI-VALLEY CITIES COUNCIL DINNER MEETING - 5/24/23	520.00
5/22/2023	COMPLETELY IT	SPORTS SOFTWARE AND TRAINING	1,669.00
5/22/2023	CUE AUDIO, INC.	SMART PHONE APP FOR FUTURE PCS EVENTS	6,375.00

5/22/2023	CUSTOM DESIGNS & SPORT INC	STAFF UNIFORMS AND PROGRAM SHIRTS	7,107.27
5/22/2023	DAVID L. GATES & ASSOCIATES, INC.	PLAYGROUND ANNUAL SAFETY INSPECTIONS APR 2023	19,800.00
5/22/2023	DEBBIE BELL	MILEAGE APR 2023	99.04
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01039	415.00
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01035	803.75
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01036	803.75
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01040	366.25
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01037	755.00
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01033	803.75
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01038	755.00
5/22/2023	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE RIDE P01034	803.75
5/22/2023	DSRSD	SERVICE TO 4/30/2023	986.14
5/22/2023	ECUBE LABS CO.	CLEANCITYNETWORKS SOFTWARE SUBSCRIPTION	1,500.00
5/22/2023	EDEN I & R INC	ALAMEDA COUNTY 2-1-1 SERVICES	13,071.00
5/22/2023	ETUAJIE HALBERT	CLAIM FOR REIMBURSEMENT	5,775.00
5/22/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	350.00
5/22/2023	FRANCISCO & ASSOCIATES, INC.	ADMIN & AUDIT SVCE FOR CITY ASSESSMENT DISTRICTS	7,620.00
5/22/2023	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	135,945.95
5/22/2023	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT	651.25
5/22/2023	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
5/22/2023	JACQUI HATZIKOKOLAKIS	MILEAGE REIMBURSEMENT FOR JAN-MAY 2023	25.35
5/22/2023	JAYDEN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT FOR NOV 2022	296.50
5/22/2023	JAYDEN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT FOR DEC 2022	114.38
5/22/2023	JENNIFER JOHNSON	MILEAGE REIMBURSEMENT -APR 2023	20.04
5/22/2023	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES - CIVIC CNTR - JUNE 2023	512.52
5/22/2023	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES - PSC FIRE - JUNE 2023	1,197.91
5/22/2023	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	4,790.00
5/22/2023	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	4,479.60
5/22/2023	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	4,690.87
5/22/2023	KIM BONATO	MILEAGE REIMBURSEMENT - APR 2023	20.31
5/22/2023	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,062.00
5/22/2023	KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,032.00
5/22/2023	KITTELSON & ASSOCIATES, INC.	TRAFFIC ANAYLYSIS HACIENDA CROSSINGS FEB 2023	1,575.00
5/22/2023	LEAGUE OF CALIFORNIA CITIES EAST BAY DIVISION	EB DIV MTG: HERNANDEZ, MCCORRISTON JOSEY, QAADRI	200.00
5/22/2023	MARC SISTO	MILEAGE REIMBURSEMENT APR 2023	75.33
5/22/2023	MARISSA CLEVENGER	EMPLOYEE REIMBURSEMENT	123.69
5/22/2023	MARSHA MOORE	CCAC CONFERENCE EXPENSES	177.71
5/22/2023	MATTHEW AINI	PLANNING COMMISSION CONFERENCE	165.43
5/22/2023	MICHELLE SUNG	MILEAGE REIMBURSEMENT	48.72
5/22/2023	MINUTEMAN PRESS	PRESCHOOL REG BANNER	76.50
5/22/2023	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT - APR 2023	46.83
5/22/2023	PG&E	LS2-A EAST DUBLIN 04/17/23	17,206.00
5/22/2023	PG&E	LS2-A SERVICE TO EAST DUBLIN 04/17/23	16,301.93
5/22/2023	PRATYUSH BHATIA	EMPLOYEE REIMBURSEMENT	104.71
5/22/2023	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,320.00
5/22/2023	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	4,600.00
5/22/2023	PYTHON RON'S REPTILE KINGDOM	ON SITE FIELD TRIP - BRINGING REPTILES TO SITE	495.00
5/22/2023	QUADIENT FINANCE USA, INC.	MAIL MACHINE LEASE	234.65
5/22/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS16 MAY 2023	225.40
5/22/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS17 MAY 2023	247.00
5/22/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS18 MAY 2023	194.35
5/22/2023	RHONDA CHASE	DESIGN & PAINT LITTLE LIBRARY BOXES	500.00
5/22/2023	ROSEMARY ALEX	MILEAGE REIMBURSEMENT REQUEST	23.84
5/22/2023	RRM DESIGN GROUP, A CA CORP	ENGINEERING SVCS-PLAN REVIEW APR 2023	366.00
5/22/2023	SHALINI REDDY	MILEAGE REIMBURSEMENT - APR 2023	49.39
5/22/2023	SHANNAN YOUNG	SHANNAN YOUNG - MILEAGE APR 2023	54.45
5/22/2023	SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES - APR 2023	270.00
5/22/2023	SIERRA INSTALLATIONS, INC	GREEN CIVIC LIGHTS FOR ST. PATS	962.50
5/22/2023	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT	1,500.00
5/22/2023	SMITH ART CONSERVATION	PUBLIC ART CLEANING, REPAIR, AND CONSERVATION	6,000.00
5/22/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES - NOV 2022	20,055.25
5/22/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES - OCT 2022	29,111.75
5/22/2023	ST. FRANCIS ELECTRIC, LLC.	CONDUIT INSTALLATION	431,966.90
5/22/2023	TETRA TECH, INC.	TRI-VALLEY LOCAL HAZARD MITIGATION PLAN	4,671.25
5/22/2023	TRB AND ASSOCIATES, INC.	PLAN REVIEW AND INSPECTION SERVICES - APR 2023	37,610.00

5/22/2023	TREASURER ALAMEDA COUNTY	DUBLIN POLICE SERVICES 01/08/23-03/04/23	3,903,331.92
5/22/2023	VANESSA THOMAS	PAINTED LITTLE LIBRARY BOX	500.00
5/22/2023	VERIZON WIRELESS	VERIZON	209.22
5/22/2023	VERTIGIS	ANNUAL GEOCORTEX GIS SOFTWARE MAINTENANCE	6,016.00
5/22/2023	WHENTOWORK, INC.	ONLINE SCHEDULING AT WHENTOWORK 12 MONTHS	975.00
5/22/2023	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	3,893.40
5/22/2023	W-TRANS	BASIS SCHOOL TRAFFIC STUDY MAR 2023	4,142.50
		Payments Issued 5/22/2023 Total:	**8,906,665.27**
5/25/2023	RETIREE MEDICAL EFT	RETIREE MEDICAL	199,530.29
5/25/2023	U S BANK ST. PAUL	2021 FA LEASE REVENUE BONDS 22-23 PAYMENT #2	994,025.00
		Payments Issued 5/25/2023 Total:	**1,193,555.29**
5/26/2023	CAL PERS	PERS RETIREMENT PLAN: PE 5/19/23 & MAY COUNCIL	86,935.05
5/26/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/19/23	21,666.50
5/26/2023	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT – MAR 2023	39,822.90
		Payments Issued 5/26/2023 Total:	**148,424.45**
5/30/2023	ALAMEDA COUNTY CLERK	NOTICE OF EXEMPTION-HOLD FOR PICK UP	50.00
5/30/2023	ALAMEDA COUNTY FLOOD CONTROL	Q3PERMITS & TRACTS FY22/23	117,680.31
5/30/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	19,916.28
5/30/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	20,310.78
5/30/2023	ARROW SIGN COMPANY	MANUFACTURE & INSTALL MEDIAN MARKERS MAR 2023	20,461.00
5/30/2023	AT&T	SERVICE TO WAVE 5/12/23	92.53
5/30/2023	AT&T	SERVICE TO SHANNON 5/12/23	206.27
5/30/2023	AT&T	SERVICE TO SR ALARM 5/12/23	164.78
5/30/2023	AT&T	SERVICE TO CIVIC 5/12/23	103.38
5/30/2023	AT&T	SERVICE TO LIBRARY 911 5/14/23	24.29
5/30/2023	AT&T	SERVICE TO CY 5/14/23	47.04
5/30/2023	AT&T	SERVICE TO CY FAX 5/14/23	24.29
5/30/2023	AT&T	SERVICE TO PSC FIRE ALARM 5/14/23	47.04
5/30/2023	AT&T	SERVICE TO FSP FAX 5/14/23	47.04
5/30/2023	AT&T	SERVICE TO FS18 5/14/23	69.78
5/30/2023	AT&T	SERVICE TO CY 5/14/23	229.29
5/30/2023	AT&T	SERVICE TO BLDG INSP 5/14/23	24.29
5/30/2023	AT&T	SERVICE TO ELEVATOR 05/14/23	92.53
5/30/2023	AT&T - CALNET 3	SERVICE TO PD 5/14/23	24.29
5/30/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	60.75
5/30/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	167.64
5/30/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES FEB 2023	944.48
5/30/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES APR 2023	1,799.80
5/30/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES MAR 2023	2,103.16
5/30/2023	BRIAN KEITH	HERITAGE PARK PUBLIC ART PROJECT	52,500.00
5/30/2023	BRIAN KEITH	HERITAGE PARK PUBLIC ART PROJECT	52,500.00
5/30/2023	CA DEPT OF FISH & WILDLIFE	CA DEPT. FISH WILD PERMIT FEES	6,236.00
5/30/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	520.76
5/30/2023	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	1,550.84
5/30/2023	CITY OF PLEASANTON	Q3 REMITTANCE FY22/23	20,413.07
5/30/2023	CITY OF PLEASANTON	SHARED COST OF LEGISLATIVE ADVOCACY SERVICES	30,000.00
5/30/2023	CONSOR NORTH AMERICA, INC.	BRIDGE ASSET INSPECTION TRAINING WITH 3/1-3/31/23	268.00
5/30/2023	CRIME SCENE CLEANERS INC.	CRIME SCENE CLEANING	1,500.00
5/30/2023	CRIME SCENE CLEANERS INC.	CRIME SCENE CLEANING	100.00
5/30/2023	CRIME SCENE CLEANERS INC.	CRIME SCENE CLEANING	100.00
5/30/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	PLANNING & PRELIMINARY ENGINEERING VILLAGE PARKWAY	14,222.25
5/30/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	GREEN STORMWATER INFRASTRUCTURE ENG SVCS	17,831.00
5/30/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	PLANNING & PRELIMINARY ENGINEERING VILLAGE PARKWAY	23,871.00
5/30/2023	DUBLIN CHAMBER OF COMMERCE	CHAMBER OF COMMERCE - STATE OF THE CITY TICKETS	420.00
5/30/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE	990.00
5/30/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	632.38
5/30/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	243.03
5/30/2023	GERALD F JOHNSON	ON SITE FIELDTRIPS FOR SUMMER CAMPS	441.25
5/30/2023	GVP VENTURES INC	FINANCE DIRECTOR EXECUTIVE RECRUITMENT	8,011.87
5/30/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 5/19/23	3,303.07

5/30/2023	HERC RENTALS INC.	CITY EVENT (ST PATS) ELECTRICAL RENTAL	23,102.51
5/30/2023	HERC RENTALS INC.	CITY EVENT (ST PATS) ELECTRICAL RENTAL	463.22
5/30/2023	HERC RENTALS INC.	CITY EVENT (ST PATS) ELECTRICAL RENTAL	877.99
5/30/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 5/19/23	1,338.80
5/30/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 5/19/23 & MAY COUNCIL	31,746.80
5/30/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 5/19/23 & MAY COUNCIL	70,627.84
5/30/2023	IPERMIT	PERMIT REFUND FOR CXLD PERMIT BLDG-2023-00872	202.40
5/30/2023	JENNIFER B. HUBER	REPAINT UTILITY BOX - DUBLIN BLVD & SCARLET	500.00
5/30/2023	RETIREE MEDICAL MANUAL CHECK	RETIREE MEDICAL	807.06
5/30/2023	LEE & ASSOCIATES RESCUE EQUIP	ROPE ACCESS TRAINING, EQUIP INSPECTION & REPORT	11,900.00
5/30/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	485.08
5/30/2023	PAKPOUR CONSULTING GROUP, INC.	FIBER NETWORK RESEARCH PROJECT 4/30/23	6,848.50
5/30/2023	PG&E	B1 IRRIG 2979 THREE CASTLES 04/27/23	23.13
5/30/2023	PG&E	SERVICE TO CIVIC CENTER 04/16/23	4,642.19
5/30/2023	PG&E	SERVICE TO CORP YARD 05/01/23	1,658.24
5/30/2023	PG&E	SERVICE TO SHANNON CENTER 05/01/23	236.88
5/30/2023	PG&E	A6 SERVICE TO FS17 5/7/23	458.23
5/30/2023	PG&E	TC1 SERVICE TO DB 05/05/23	78.98
5/30/2023	PG&E	LS2-A SERVICE TO 5/8/23	1,997.54
5/30/2023	PG&E	SERVICE TO WAVE 5/7/23	24,124.74
5/30/2023	PG&E	SERVICE TO LIBRARY 5/1/23	1,082.64
5/30/2023	PHOENIX GROUP INFO SYS.	CITATION PROCESSING	436.51
5/30/2023	PINNACLE PROMOTIONS	JW COACH AWARDS	154.23
5/30/2023	PLEASANTON VIP SENIOR CLUB	SENIOR TRIPS AND TOURS - SF MOVIE TOUR	460.00
5/30/2023	PLEASANTON VIP SENIOR CLUB	SENIOR TRIPS AND TOURS - RIVERDANCE	508.00
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR - MAY 2023	91.75
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC - MAY 2023	50.59
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC - MAY 2023	94.93
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE - MAY 2023	58.63
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - MAY 2023	85.98
5/30/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - MAY 2023	49.97
5/30/2023	RAJBIIR SINGH RR PIZZA INC	REC SWIM PIZZA MAR - APR 2023	1,334.04
5/30/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	1,181.00
5/30/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	91.80
5/30/2023	RETIREE MEDICAL MANUAL CHECK	RETIREE MEDICAL	2,067.12
5/30/2023	SIMPLER SYSTEMS, INC	CONSULTING SERVICES (MAR 2023 - TRAVIS KIMES)	1,644.65
5/30/2023	SIMPLER SYSTEMS, INC	IMPLEMENT SIMPLER 2.0 APR 2023 TRAVIS KIMES	2,046.10
5/30/2023	SPANDEX ENTERTAINMENT LLC	6/15/23 SUMMER CONCERT PERFORMANCE	4,000.00
5/30/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	165.49
5/30/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	155.41
5/30/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	155.84
5/30/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	144.72
5/30/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	155.84
5/30/2023	TIREHUB, LLC.	POLICE VEHICLE MAINTENANCE	1,284.59
5/30/2023	T-MOBILE USA, INC.	TOWER SEARCHES	300.00
5/30/2023	T-MOBILE USA, INC.	TOWER SEARCHES	150.00
5/30/2023	TREASURER ALAMEDA COUNTY	LATENT FINGERPRINT SERVICES	221.09
5/30/2023	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	1,265.50
5/30/2023	TREASURER ALAMEDA COUNTY GENERAL	FUEL - APR 2023	14,770.07
5/30/2023	TREASURER ALAMEDA COUNTY PW AGENCY-	TREASUR OF ALAM. COUNTY PERMIT	5,000.00
5/30/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES - MAR 2023	4,855.27
5/30/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES - APR 2023	4,444.15
5/30/2023	TRI-VALLEY TRANSPORT. COUNCIL	Q3 REMITTANCE FY22/23	319,194.85
5/30/2023	US BANK - PARS	PARS: PE 5/19/23	4,574.06
		Payments Issued 5/30/2023 Total:	**974,740.51**
5/31/2023	CITY OF PLEASANTON	TVBID FEES COLLECTED FOR JAN- MAR 2023	109,852.91
		Payments Issued 5/31/2023 Total:	**109,852.91**

Grand Total for Payments Dated 5/1/2023 through 5/31/2023: 19,380,166.08

Total Number of Payments Issued: 420

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Regional Street Residential Project Affordable Housing Assistance Agreement (PLPA-2021-00035)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider approving an Affordable Housing Assistance Agreement with Eden Housing's controlled affiliate, Corona/Ely Ranch, Inc., for the development of the 113-unit low- and very-low-income affordable housing project located at 6541-6543 Regional Street.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Affordable Housing Assistance Agreement Between the City of Dublin and Corona/Ely Ranch, Inc. and approve the budget change.

FINANCIAL IMPACT:

Funding to support construction of the proposed affordable housing project includes a $1 million predevelopment loan from the City's Affordable Housing Fund, a $3.3 million Local Housing Trust Fund loan funded by a grant from the California Department of Housing and Community Development, the dedication of a 1.33-acre site at 6541-6543 Regional Street valued at approximately $5 million, and about $5 million from Dublin's allocation of the Alameda County Measure A-1 Bond funds.

DESCRIPTION:

Background
Eden Housing proposes to develop a 1.33-acre site that is currently occupied by a one-story commercial building. The site is located at the corner of Regional Street and the future extension of St. Patrick Way at 6541-6543 Regional Street as shown in Figure 1. The property is bound by commercial uses and I-580 to the south, the future 499-unit Avalon West project to the east, the future extension of St. Patrick Way and commercial uses to the north, and Regional Street and commercial uses to the west.

Figure 1. Location Map



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

Figure 2. Transit-Oriented District/Vicinity Map



On May 1, 2018, the City entered into a Community Benefit Agreement for the 499-unit Avalon West project, which outlined contributions in exchange for those units. Those contributions included dedication of the 1.33-acre site to the City or its designee. Eden Housing was selected as the City's designee and Staff began working with Eden Housing on an affordable housing project proposal for this site.

On July 21, 2020, the City Council authorized the City Manager to submit a Local Housing Trust

Fund (LHTF) grant application to the California Department of Housing and Community Development for the purpose of funding an affordable housing project on the subject property. On February 3, 2021, the City was awarded an approximately $3.3 million LHTF grant for the project.

On March 16, 2021, the City Council authorized the City Manager to enter into an Option Agreement with Eden Housing's controlled affiliate Corona/Ely Ranch, Inc., for the subject property. The Option Agreement ensured the City's interest in the development of the subject property with affordable housing. The Option Agreement also requires Eden to enter into an Affordable Housing Assistance Agreement with the City within six months of executing the Option Agreement; that requirement was extended. The City Council also acknowledged Eden's request for a $1 million predevelopment loan from the City's Affordable Housing Fund, to be brought back for consideration at a future date.

On October 5, 2021, the City Council authorized commitment of $5,048,319 of Alameda County Measure A-1 Bond Funds to assist with development of the project.

Eden Housing applied for and received Site Development Review Permit approval by the Planning Commission on November 23, 2021 (Resolution No. 23-21). On December 7, 2021, the City Council approved a Community Benefit Program Agreement (CBA) with Eden Housing for the Regional Street project (Resolution No. 137-21). The CBA allocates 113 units to the project in exchange for certain benefits. These benefits include a project with 100% of the units affordable (except for the manager's unit) to households earning no more than 60% of area median income, with 30% of the units affordable to households earning no more than 30% of area median income. The term of the agreement runs through December 2025, unless extended. Eden has applied for building permits and is actively seeking funding sources. The five-story, 113-unit rental project will include 55 studios, 57 one-bedrooms and one unrestricted, two-bedroom manager's unit.

Eden Housing is currently requesting approval of an Affordable Housing Assistance Agreement, a $1 million predevelopment loan from the City's Affordable Housing Fund requiring a budget change (Attachment 3), and a $3.3 million LHTF loan.

Analysis

The Affordable Housing Assistance Agreement (AHAA) would be entered into with Eden Housing's controlled affiliate, Corona/Ely Ranch, Inc. The AHAA sets forth the terms for the City's financial assistance to the Regional Street Senior Affordable Housing Project.

The Predevelopment Loan of $1 million would be funded by the City's Affordable Housing Fund. The loan begins bearing interest at the date the Promissory Note is completed at 3% interest until repayment. The Predevelopment Loan is due and payable at Construction Loan Closing.

The LHTF Loan of $3.3 million would be funded by a grant from the California Department of Housing and Community Development. The loan begins bearing interest at the date the Promissory Note is completed at 3% interest until repayment. The LHTF Loan is to be repaid via the City's pro rata percentage of 50% of the residual receipts and is due and payable no later than the 55th anniversary of the date that a final certificate of occupancy is issued by the City of Dublin.

The City Council Resolution approving the Affordable Housing Assistance Agreement is included as Attachment 1, with the Agreement included as Attachment 2.

ENVIRONMENTAL REVIEW:

This information report is not subject to the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378 as it does not meet CEQA's definition of a project and will not result in direct or indirect physical changes in the environment.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Opportunities
Objective D: Facilitate production of affordable housing for lower income seniors, workforce, and special needs households.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Resolution Approving an Affordable Housing Assistance Agreement between the City of Dublin and Corona/Ely Ranch, Inc.
2) Exhibit A to the Resolution – Affordable Housing Assistance Agreement
3) Budget Change Form

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AFFORDABLE HOUSING ASSISTANCE AGREEMENT BETWEEN THE CITY OF DUBLIN AND CORONA/ELY RANCH, INC.

WHEREAS, Eden Housing is seeking approval of an Affordable Housing Assistance Agreement for the 113-unit Regional Street Senior Affordable Housing Project, within walking distance of the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan Transit-Oriented District (the "Development"); and

WHEREAS, on July 21, 2020, the City Council authorized the City Manager to submit a Local Housing Trust Fund (LHTF) grant application to the California Department of Housing and Community Development (HCD) for the Development, and the City was subsequently awarded an approximately $3.3 million grant; and

WHEREAS, on March 16, 2021, the City Council adopted Resolution No. 23-21 approving an Option Agreement between the City of Dublin and Eden Housing's controlled affiliate, Corona/Ely Ranch, Inc. requiring that Corona/Ely Ranch, Inc. enter into an Affordable Housing Assistance Agreement with respect to the Development; and

WHEREAS, on November 23, 2021, the Planning Commission adopted Resolution No. 21-11 approving a Site Development Review Permit for the Development; and

WHEREAS, on December 7, 2021, the City Council adopted Resolution No. 137-21 approving a Community Benefit Program Agreement with Corona/Ely Ranch, Inc. with respect to the Development; and

WHEREAS, on December 7, 2021, the City Council approved the Community Benefit Agreement with Corona/Ely Ranch, Inc. allocating 113 Residential Allocations out of the Development Pool established by the Downtown Dublin Specific Plan for the Development for Affordable Senior and/or Special Needs Housing; and

WHEREAS, Corona/Ely Ranch, Inc. is requesting to enter into an Affordable Housing Assistance Agreement for the Development which would provide a $1 million predevelopment loan from the City using the City's Affordable Housing Funds "City Predevelopment Loan"); and

WHEREAS, pursuant to the Affordable Housing Assistance Agreement, Corona/Ely Ranch, Inc. would execute a Secured Promissory Note ("City Predevelopment Loan Promissory Note") promising to repay the City Predevelopment Loan, and a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("City Predevelopment Loan Deed of Trust") securing the City Predevelopment Loan Promissory Note; and

WHEREAS, pursuant to the Affordable Housing Assistance Agreement, the City and Corona/Ely Ranch, Inc. would execute an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") that would require all of the units (except for one on-site manager's unit) to be rented at an affordable housing cost to low- and extremely-low income households; and

WHEREAS, Corona/Ely Ranch, Inc. is also requesting a construction/permanent $3,333, 333 LHTF loan for the Development funded by the LHTF grant from HCD ("City Construction/Permanent Loan"); and

WHEREAS, pursuant to the Affordable Housing Assistance Agreement, Corona/Ely Ranch, Inc. would execute a Secured Promissory Note ("City Construction/Permanent Loan Promissory Note") promising to repay the City Construction/Permanent Loan, and a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("City Construction/Permanent Loan Deed of Trust") securing the City Construction/Permanent Loan Promissory Note; and

WHEREAS, Article 34 of the Constitution of California requires new "low rent housing projects" that are "developed, constructed, or acquired" by public bodies be authorized by a public vote, and pursuant to California Health and Safety Code Section 37001.5 the words "developed, constructed, or acquired" as used in Article 34 of the Constitution of California "shall not be interpreted to apply to activities of a state public body when that body…provides assistance to a low-rent housing project and monitors construction or rehabilitation of that project and compliance with conditions of that assistance to the extent of: (1) Carrying out routine governmental functions. (2) Performing conventional activities of a lender. [and] (3) Imposing constitutionally mandated or statutorily authorized conditions accepted by a grantee of assistance"; and

WHEREAS, the assistance to be provided by the City for the Development pursuant to the Affordable Housing Assistance Agreement solely consists of (1) carrying out routine governmental functions. (2) performing conventional activities of a lender. and (3) imposing constitutionally mandated or statutorily authorized conditions accepted by a grantee of assistance within the meaning of California Health and Safety Code Section 37001.5, and therefore is not subject to the requirements of Article 34 of the Constitution of California; and

WHEREAS, the approval of this resolution shall be the date of the notice of funding commitment and the date of adoption of the resolution approving this proposal for purposes of California Health and Safety Code Section 36005.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin herby approves the Affordable Housing Assistance Agreement, City Predevelopment Loan Promissory Note, City Predevelopment Loan Deed of Trust, City Construction/Permanent Loan Promissory Note, City Construction/Permanent Loan Deed of Trust, and Regulatory Agreement between the City of Dublin and Corona/Ely Ranch, Inc., substantially in the form attached as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Affordable Housing Assistance Agreement and Regulatory Agreements, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to such documents to carry out the intent of this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AFFORDABLE HOUSING ASSISTANCE AGREEMENT

by and between

THE CITY OF DUBLIN

and

CORONA/ELY RANCH, INC.

(Regional Street Apartments)

AFFORDABLE HOUSING ASSISTANCE AGREEMENT
(Regional Street Apartments)

THIS AFFORDABLE HOUSING ASSISTANCE AGREEMENT (this "**Agreement**") is entered into effective as of _____, 2023 ("**Effective Date**") by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and CORONA/ELY RANCH, INC., a California nonprofit public benefit corporation ("**Developer**"). City and Developer are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Developer is the owner of approximately 1.33 acres of previously developed real property located at 6541- 6543 Regional Street in the City of Dublin, California (the "Property").

B. City and Developer have entered into a Community Benefit Program Agreement dated December 7, 2021, as amended June 7, 2023, with respect to the proposed development of a multifamily rental housing development on the Property for seniors and/or persons with special needs, with not less than one hundred thirteen (113) apartment units (the "Development"). The Community Benefit Program Agreement provides for Developer to construct the Development and to restrict the rental of all of the apartment units in the Development to lower income persons at an affordable rent. The Community Benefit Program Agreement further provides for the City to grant the Development one hundred thirteen (113) Residential Allocations from the Downtown Dublin Specific Plan.

C. In addition, City and Developer have entered into an Option Agreement dated March 16, 2021, pursuant to which the City was given an option to purchase the Property under certain limited circumstances set forth in Section 2(b) thereof, including that the City and Developer have not timely entered into a mutually acceptable Affordable Housing Assistance Agreement ("AHAA") as described in Section 2(b)(i) thereof. The Parties intend that this Agreement shall satisfy the condition set forth in Section 2(b)(i) of the Option Agreement that the City and Developer timely enter into a mutually acceptable AHAA. This Agreement is not intended to satisfy, modify or terminate the other two conditions to the exercise of the option as set forth in Section 2(b)(ii) and Section 2(b)(iii) of the Option Agreement.

D. In order to financially assist the Development, City and Developer desire for City to provide to Developer (a) a low-interest loan of One Million Dollars ($1,000,000) from the City's Affordable Housing Fund to be used for predevelopment expenses (the "City Predevelopment Loan"), and (b) a low-interest construction and permanent loan of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333) from the Local Housing Trust Funds received by the City from the State of California to be used for construction expenses (the "City Construction/Permanent Loan"), pursuant to the terms and conditions set forth in this Agreement.

E. Developer has represented to the City, and the City has determined that the Developer has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement. The City has further determined that this Agreement is in the best interests of the City,

and will materially contribute to the improvement of the City by improving the supply of affordable housing therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

(a) "**Agreement**" means this Affordable Housing Assistance Agreement, including the attached Exhibits and all subsequent amendments to this Agreement and implementation agreements.

(b) "**Certificate of Completion**" means the certificate to be provided by City to Developer in accordance with Section 3.12, in the form attached hereto as Exhibit H.

(c) "**City**" means the City of Dublin, a California municipal corporation.

(d) "**City Construction/Permanent Loan**" means the loan from the City to the Developer in the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333), evidenced by the City Construction/Permanent Loan Promissory Note.

(e) "**City Construction/Permanent Loan Deed of Trust**" means the deed of trust that will encumber the Developer's interest in the Property to secure repayment of the City Construction/Permanent Loan Promissory Note, and will be recorded against the Property, substantially in the form attached hereto as Exhibit F_ and incorporated herein.

(f) "**City Construction/Permanent Loan Promissory Note**" means the promissory note that will evidence the Developer's obligation to repay the City Construction/Permanent Loan, substantially in the form attached hereto as Exhibit E and incorporated herein.

(g) "**City Deeds of Trust**" shall mean the City Predevelopment Loan Deed of Trust and City Construction/Permanent Loan Deed of Trust.

(h) "**City Documents**" means, collectively, this Agreement, the City Predevelopment Loan Promissory Note, the City Predevelopment Loan Deed of Trust, the City Construction/Permanent Loan Promissory Note, the City Construction/Permanent Loan Deed of Trust, the City Regulatory Agreement, and all other documents required to be executed by the Developer in connection with the transaction contemplated by this Agreement.

(i) "**City Loans**" shall mean the City Predevelopment Loan and City Construction/Permanent Loan.

(j) "**City Manager**" means the City Manager of the City.

(k) "**City Predevelopment Loan**" means the loan from the City to the Developer in the amount of One Million Dollars ($1,000,000), evidenced by the City Predevelopment Loan Promissory Note.

(l) "**City Predevelopment Loan Deed of Trust**" means the deed of trust that will encumber the Developer's interest in the Property to secure repayment of the City Predevelopment Loan Promissory Note, and will be recorded against the Property, substantially in the form attached hereto as Exhibit D and incorporated herein.

(m) "**City Predevelopment Loan Promissory Note**" means the promissory note that will evidence the Developer's obligation to repay the City Predevelopment Loan, substantially in the form attached hereto as Exhibit C and incorporated herein.

(n) "**City Promissory Notes**" shall mean the City Predevelopment Loan Promissory Note and the City Construction/Permanent Loan Promissory Note.

(o) "**City Regulatory Agreement**" means the regulatory agreement and declaration of restrictive covenants to be executed by the Parties and recorded against the Property, substantially in the form attached hereto as Exhibit I and incorporated herein.

(p) "**Conditions of Approval**" has the meaning set forth in Section 3.1.

(q) "**Construction Loan Closing**" means the close of escrow for the Developer's construction financing for the construction of the Development.

(r) "**Construction Plans**" has the meaning set forth in Section 3.8.

(s) "**Council Members**" means the members of the City Council of the City.

(t) "**County**" means the County of Alameda, California.

(u) "**Developer**" means Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation, and its permitted successors and assigns as set forth herein.

(v) "**Development**" means the Property and the Improvements.

(w) "**Environmental Laws**" has the meaning set forth in Section 8.4.

(x) "**Event of Developer Default**" has the meaning set forth in Section 9.1.

(y) "**Event of City Default**" has the meaning set forth in Section 9.2.

(z) "**Hazardous Materials**" has the meaning set forth in Section 8.3.

(aa) "**Improvements**" means: (i) one hundred thirteen (113) apartment units, including one (1) unrestricted manager's unit, to be constructed in accordance with this Agreement, and (ii) related onsite improvements, parking, landscaping and other onsite improvements located or to be located on the Property, and all onsite and offsite improvements required by the City, all as more particularly set forth in the Scope of Development attached as Exhibit H.

(bb) "**Indemnitees**" means the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors.

(cc) "**Investor**" means a tax credit investor to be identified by written notice from Developer to City.

(dd) "**Parties**" means the City and the Developer. "**Party**" means either the City or the Developer.

(ee) "**Partnership Agreement**" means the limited partnership agreement of the Developer, as it may be amended and restated.

(ff) "**Permanent Loan Conversion**" means the closing of the Developer's permanent financing for the Development.

(gg) "**Preliminary Financing Plan**" means the Developer's Financing Plan for financing the acquisition of the Property and the construction of the Development in the form attached hereto as Exhibit B and incorporated herein.

(hh) "**Prevailing Wage Law**" has the meaning set forth in Section 3.14.

(ii) "**Property**" means the real property to be acquired and developed by the Developer pursuant to this Agreement, which real property is more particularly described in the Legal Description attached hereto as Exhibit A which is incorporated herein.

(a) "**Residual Receipts**" means the excess of annual Operating Revenues over annual Operating Expenses for the Development. "Operating Revenues" means all income derived from the Development, and includes, without limitation: (i) rents; (ii) rent subsidy payments received on behalf of tenants; and (iii) receipts from laundry, parking, vending, or other services in which a fee is charged. "**Operating Expenses**" means all direct costs and expenses necessary to operate the Development including: (1) debt service on any loans secured by the Property as described in the Revised Financing Plan or otherwise approved by City, provided that such loans have been used to develop or improve the Development (or to refinance loans used for development or improvement of the Development); (2) resident service program and property management fees and costs; (3) property taxes and assessments (if any); (4) insurance premiums; (5) maintenance and repair; (6) reasonable payments to reserves for operating contingencies, replacement of capital items, and other reserve uses in such amounts as are required by the loans described in paragraph (1); (7) deferred developer fee to the Developer for development services for the Development in such amount as set forth in the Revised Financing Plan, as such amount may be updated by the final cost certification upon completion of construction; (8) credit adjuster payments, limited partner loans, and developer loans, all as set forth in the Partnership Agreement; and (9) payments for partnership

management fee, asset management fees, and other fees payable to a partner of the Partnership pursuant to the Partnership Agreement, in such amounts as are set forth in the Revised Financing Plan, including any annual inflationary increases included in the Revised Financing Plan.

(jj) "**Revised Financing Plan**" means the Developer's updated and revised Financing Plan for financing the construction of the Development approved by the City pursuant to Section 4.5 hereof.

(kk) "**Schedule of Performance**" means the summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the construction of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit G.

(ll) "**Scope of Development**" means the description of the Development which is attached to this Agreement as Exhibit H.

(mm) "**Term**" means the term of this Agreement, which shall commence on the Effective Date and shall continue until expiration or termination of the City Regulatory Agreement, except for such provisions hereof which survive the expiration or termination of the City Regulatory Agreement.

(nn) "**Title Company**" means Old Republic Title Company.

(oo) "**Title Report**" means the preliminary title report for the Property prepared by the Title Company, as it may be updated from time to time.

(pp) "**Transfer**" has the meaning set forth in Section 6.2.

ARTICLE II
REPRESENTATIONS; EFFECTIVE DATE AND TERM

2.1. Developer's Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Authority. Developer is a nonprofit corporation duly formed and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and Developer's execution, performance and delivery of this Agreement and the City Documents have been duly authorized by all requisite actions.

(b) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(c) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

2.2. City Representations. City represents and warrants to Developer as follows, and City covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.2 not to be true, City shall immediately give written notice of such fact or condition to Developer. City acknowledges that Developer shall rely upon City's representations made herein notwithstanding any investigation made by or on behalf of Developer.

(a) Authority. City is a municipal corporation duly organized and in good standing under the laws of the State of California. City has the full right, power and authority to undertake all of the respective obligations as provided herein, and the execution, performance and delivery of this Agreement by City has been duly authorized by all requisite actions on the part of the City.

(b) No Conflict. City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(c) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of City to perform its obligations under this Agreement.

(d) No Bankruptcy. City is not the subject of a bankruptcy or insolvency

proceeding.

2.3. Effective Date. The representations and warranties of Developer and City hereunder shall be effective as of the Effective Date.

ARTICLE III
DEVELOPMENT OF THE PROJECT

3.1. Scope of Development. Developer shall construct and develop the Development on the Property substantially in accordance with the terms and conditions of this Agreement, the Scope of Development attached hereto as Exhibit H (subject to the last sentence of this Section 3.1), and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Development or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Development, including without limitation, all mitigation measures imposed in connection with environmental review of the Property and the Development and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing

approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**"). Notwithstanding the foregoing, City acknowledges that the Development is currently in the conceptual design phase and that aspects of the Scope of Development may need to be changed, and therefore agrees to reasonably discuss such proposed changes to the Scope of Development with Developer in good faith, and shall not unreasonably withhold consent to such proposed changes to the Scope of Development.

3.2. Development Approvals. Developer acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the construction of the Development, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to obtain all necessary entitlements, approvals, and permits for the construction of the Development, including without limitation, the approval of architectural plans, and the completion of any required environmental review of the Development pursuant to CEQA.

Developer covenants that it shall: (i) obtain all necessary permits and approvals which may be required by City and any other governmental agency having jurisdiction over the construction of the Development or the development of the Property, (ii) comply with all Conditions of Approval, (iii) comply with all mitigation measures, if any, imposed in connection with any environmental review of the Property or the Development, and (iv) not commence construction of the Development prior to issuance of required permits.

3.3. Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Development, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Development or the development of the Property.

3.4. Schedule of Performance. Developer shall commence and complete construction of the Development and shall satisfy all other obligations of Developer under this Agreement within the time periods set forth herein and in the Schedule of Performance attached hereto as Exhibit G, as such time periods may be extended upon the mutual written consent of the Parties. Developer's failure to commence or complete construction of the Development in accordance with the foregoing schedule as such may be amended by the written consent of the Parties shall constitute a default hereunder. The Developer shall provide quarterly progress reports to the City regarding the status of the construction of the Development. The Developer shall provide the reports and information required under this Section until the Development is fully leased up.

3.5. Cost of Acquisition and Construction. Except as expressly set forth herein, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, the design, development and construction of the Development and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, and none of such costs and expenses shall be the obligation of the City.

3.6. Rights of Access; Books and Records. For the purpose of ensuring that the Development is developed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property to inspect the Development following 48 hours' written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer necessary to determine Developer's compliance with the terms of this Agreement.

3.7. City Disclaimer. Developer acknowledges that the City is under no obligation, and City neither undertakes or assumes any responsibility or duty to Developer or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Development. Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Development. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Development and other improvements constructed on the Property (collectively, the "**Improvements**") or otherwise.

3.8. Construction Plans. Developer shall submit to City detailed construction plans for the Development (the "**Construction Plans**") for City's approval, which approval shall not be unreasonably withheld or delayed. As used herein "Construction Plans" means all construction documents upon which Developer and Developer's contractors shall rely in the construction of the Development and development of the Property and shall include, without limitation, final architectural drawings and materials specifications. The Construction Plans shall be based upon the Scope of Development and upon the development approvals issued by the City for the Development, and shall not materially deviate therefrom without the express written consent of City. Such approval of the Construction Plans by the City shall not relieve Developer's obligation to obtain any and all approvals and permits required by the City or the City Building Division.

If rejected by the City in whole or in part, Developer shall submit new or corrected Construction Plans within forty-five (45) days after notification of the City's rejection and the reasons therefor. The City shall then have thirty (30) days to review and approve Developer's new or corrected Construction Plans. The provisions of this Section relating to time periods for approval, rejection, or resubmission of new or corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.9. Construction Pursuant to Plans. Developer shall construct and develop the Development in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to development of the Development. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Development. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Development shall be performed by licensed contractors, engineers or architects, as applicable.

3.10. Change in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by City after the Effective Date. The Parties shall meet in good faith to discuss the changes if the City propose to reject the changes. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the design, function, use, or amenities of the Development as shown on the latest approved Construction Plans. For purposes of this section, a "material change" means a change order that would result in a change of costs of a single item of work of One Hundred Fifty Thousand Dollars ($150,000) or any set of changes in the work the costs of which cumulatively exceeds Five Hundred Thousand Dollars ($500,000) or more.

3.11. Defects in Plans. City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Developer shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. It is further agreed that City does not, and shall not, waive any rights against Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising due to the gross negligence or willful misconduct of the Indemnitees.

3.12. Certificate of Completion for Development. Promptly after completion of construction of the Development, issuance of a final Certificate of Occupancy (or other applicable final City Building Department approval) by the City, and the written request of Developer, the City will provide an instrument ("**Certificate of Completion**") so certifying. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the construction and development of the Development on the Property.

The Certificate of Completion shall be issued substantially in the form attached hereto as Exhibit J, and at Developer's option, shall be recorded in the official records of Alameda County. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Development or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Developer's obligations pursuant to the City Regulatory Agreement.

3.13. Equal Opportunity. During the construction of the Development, there shall be no discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person in the hiring, firing, promoting or demoting of any person engaged in construction of the Development, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

3.14. Prevailing Wage Requirements. If and to the extent required by state and federal prevailing wage laws, Developer and its contractors and agents shall pay prevailing wages for all construction, alteration, demolition, installation, and repair work performed with respect to the construction of the Development as required herein and described in the Scope of Development, in compliance with Labor Code Section 1720, et seq., and its implementing regulations, and perform all other obligations including the employment of apprentices in compliance with Labor Code Section 1770, et seq., keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and fulfilling all duties under the Civil Code or any other provision of law pertaining to providing, obtaining and maintaining all bonds to secure the payment of wages to workers required to be paid prevailing wages, all as may be amended from time to time (the "**Prevailing Wage Law**"). City does not make any representations to Developer as to the applicability of the Prevailing Wage Law to the construction of the Development, and Developer agrees and acknowledges that it is not relying on any representations of City in making its determination as to the applicability of the Prevailing Wage Law. It is agreed by the Parties that, in connection with the construction of the Development, as between City and Developer, Developer shall be solely responsible for determining whether the Prevailing Wage Law is applicable to the construction of the Development, and Developer shall bear all risks of payment or non-payment of prevailing wages under the Prevailing Wage Law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. The Developer shall periodically, upon request of the City, certify to the City that, to its knowledge, it is in compliance with the requirements of this paragraph.

Developer shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**"), harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Development, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of

any of the insurance policies described in this Agreement. The provisions of this Section 3.14 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Development. Developer's indemnification obligations under this Section 3.14 shall not apply to any Claim which arises as a result of an Indemnitee's gross negligence or willful misconduct.

3.15. Compliance with Laws. Developer shall carry out and shall cause its contractors to carry out the construction of the Development in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

3.16. Liens and Stop Notices. Until the expiration of the term of the City Regulatory Agreement and full repayment of the City Loans, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Development, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount or provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

3.17. Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property pursuant to Section 3.16 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense and without further notice to Developer. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Development for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Development. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property and the Development.

ARTICLE IV
CITY FINANCIAL ASSISTANCE

4.1. City Predevelopment Loan. The City shall provide a loan to Developer from the City's Affordable Housing Fund in the amount of One Million Dollars ($1,000,000) (the "**City Predevelopment Loan**"), upon the terms and conditions and for the purposes set forth in this Agreement. The City Predevelopment Loan shall be evidenced by a promissory note (the "**City**

Predevelopment Loan Promissory Note") substantially in the form attached hereto as Exhibit C, and shall be secured by a deed of trust (the "**City Predevelopment Loan Deed of Trust**") executed by Developer as Trustor substantially in the form attached hereto as Exhibit D and recorded against the Property concurrently with the effective date of the Promissory Note, and subordinate only to such liens as City shall approve in writing. The outstanding principal balance of the Note will accrue simple interest at the rate of three percent (3%) per annum.

Provided that Developer has complied with all conditions precedent to disbursement of the City Predevelopment Loan set forth in Section 4.6, the proceeds of the City Predevelopment Loan ("**City Predevelopment Loan Proceeds**") shall be disbursed promptly thereafter to fund predevelopment costs of the Development, in accordance with the Loan Budget included in the Preliminary Financing Plan. City Predevelopment Loan Proceeds shall not be used or disbursed for developer fee, overhead or profit.

4.2. City Construction/Permanent Loan. The City shall provide a loan to Developer from the Local Housing Trust Fund grant received by City from the State of California, in the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333) (the "**City Construction/Permanent Loan**"), upon the terms and conditions and for the purposes set forth in this Agreement. The City Construction/Permanent Loan shall be evidenced by a promissory note (the "**City Construction/Permanent Loan Promissory Note**") substantially in the form attached hereto as Exhibit E, and shall be secured by a deed of trust (the "**City Construction/Permanent Loan Deed of Trust**") executed by Developer as Trustor substantially in the form attached hereto as Exhibit F and recorded against the Property concurrently with the effective date of the City Construction/Permanent Loan Promissory Note, and subordinate only to such liens as City shall approve in writing. The outstanding principal balance of the Note will accrue simple interest at the rate of three percent (3%) per annum.

Provided that Developer has complied with all conditions precedent to disbursement of the City Construction/Permanent Loan set forth in Section 4.7, the proceeds of the City Construction/Permanent Loan ("**City Construction/Permanent Loan Proceeds**") shall be disbursed promptly thereafter to fund costs of the Development, in accordance with the Loan Budget included in the Preliminary Financing Plan. City Construction/Permanent Loan Proceeds shall not be used or disbursed for developer fee, overhead or profit.

4.3. Security. As security for repayment of the City Predevelopment Loan Promissory Note, Developer shall execute the City Predevelopment Loan Deed of Trust, pursuant to which City shall be provided a lien against the Property and the Improvements. The City Predevelopment Loan Deed of Trust shall be recorded in the Official Records concurrently with the effective date of the Promissory Note. The City Predevelopment Loan Deed of Trust shall be in first lien priority and shall not be subordinate to any other financing.

As security for repayment of the City Construction/Permanent Loan Promissory Note, Developer shall execute the City Construction/Permanent Loan Deed of Trust, pursuant to which City shall be provided a lien against the Property and the Improvements. The City Construction/Permanent Loan Deed of Trust shall be recorded in the Official Records concurrently with the effective date of the City Construction/Permanent Loan Promissory Note. The City

Construction/Permanent Loan Deed of Trust shall be subordinate to such loans that are shown as senior in the Revised Financing Plan approved by the City.

4.4. Title Policies. The Title Company shall issue a lender's policy of title insurance naming City as the insured, in a policy amount not less than the principal amount of the City Predevelopment Loan, showing Developer as holding fee title to the Property and insuring the City Predevelopment Loan Deed of Trust to be a valid lien on the Property subject only to exceptions approved by City (the "**City Predevelopment Loan Title Policy**"), together with such endorsements as are required by the City. The Title Company shall issue a lender's policy of title insurance naming City as the insured, in a policy amount not less than the principal amount of the City Construction/Permanent Loan, showing Developer as holding fee title to the Property and insuring the City Construction/Permanent Loan Deed of Trust to be a valid lien on the Property subject only to exceptions approved by City (the "**City Construction/Permanent Loan Title Policy**"), together with such endorsements as are required by the City.

4.5. Financing Plan. As set forth in the attached Exhibit B, Developer has provided City with a preliminary financing plan for the Development ("**Preliminary Financing Plan**") which describes (i) the estimated costs of development, including predevelopment costs, acquisition costs, and hard and soft construction costs, (ii) an operating pro forma which describes projected revenue and expenses for the Development, and (iii) identification of sources of acquisition, predevelopment, construction and permanent financing. The Parties acknowledge that certain proposed forms of funding in the Preliminary Financing Plan are available through competitive funding programs, and that the Development may not be successful in actually obtaining one or more of such forms of financing. The Developer shall submit timely and complete applications for each of the forms of financing which are included in the Preliminary Financing Plan, in a manner that maximizes the competitiveness thereof. In the event any of Developer's applications therefor are disapproved, Developer shall continue to submit such applications in each subsequent application round until successful. The Parties anticipate that the types and amounts of financing for the Development will change and be refined during the period between the Effective Date and the Construction Loan Closing. Accordingly, following the disbursement of the City Predevelopment Loan Proceeds, Developer shall submit quarterly updated and revised financing plans (each, a "**Revised Financing Plan**") which shall include a revised development budget, updated amounts for each of the foregoing funding sources and any other funding sources obtained, and copies of written commitments received for each funding source. Developer shall submit the first Revised Financing Plan no more than three (3) months following the date on which the City Predevelopment Loan Proceeds are disbursed and shall continue to provide the City a Revised Financing Plan on a quarterly basis thereafter until the Construction Loan Closing. The City shall promptly review and shall provide Developer written approval or disapproval of each Revised Financing Plan in writing within thirty (30) days, provided that the Revised Financing Plan under review conforms to the terms of this Agreement. The City's review of each Revised Financing Plan shall be limited to (i) determining if the financing contemplated therein will be reasonably available and will provide sufficient funds to undertake and complete construction of the Development, and (ii) determining if the updates to the Revised Financing Plan then under review are consistent with the terms of this Agreement. If the City disapproves an update to the Revised Financing Plan, the City shall specify in writing the reasons for the disapproval within thirty (30) days of receipt. Within thirty (30) days of receiving the City's written notification of disapproval, the Developer shall thereafter resubmit a further amended Revised Financing Plan to the City for review. The City shall either approve or disapprove the

resubmitted Revised Financing Plan from Developer within thirty (30) days of receiving the resubmission. If the City approves of the resubmitted Revised Financing Plan, Developer will resume quarterly submission of Revised Financing Plans with the subsequent Revised Financing Plan to be submitted not less than three (3) months after receiving the City's approval of the prior Revised Financing Plan. In the event the City disapproves the resubmitted Revised Financing Plan, the City and the Developer agree to negotiate in good faith to develop a submission that is reasonably acceptable to both the City and the Developer within a reasonable period of time.

4.6. Conditions to Disbursement of City Predevelopment Loan. City's obligation to fund the City Predevelopment Loan for the purposes of Section 4.1 above is conditioned upon the satisfaction of all of the following conditions:

(a) Developer's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Developer is properly organized, in good standing, and authorized to do business in the State of California, and (ii) a certified resolution indicating that Developer has authorized to consummate this transaction and that the persons executing this Agreement and the City Documents on Developer's behalf have been duly authorized to do so.

(b) Developer has acquired fee title to the Property or will acquire fee title concurrently with the disbursement of the City Predevelopment Loan proceeds.

(c) Developer's delivery to the City of evidence of insurance coverage pertaining to property insurance and commercial general liability (but not builder's risk or other insurance associated with the construction of the Development) in accordance with the requirements set forth in Section 10.2.

(d) Developer's delivery of the City Predevelopment Loan Promissory Note, City Predevelopment Loan Deed of Trust and City Regulatory Agreement, each fully executed and acknowledged as applicable.

(e) Recordation of the City Regulatory Agreement and the City Predevelopment Loan Deed of Trust in the Official Records simultaneously with the disbursement of the first City Predevelopment Loan Proceeds.

(f) The Title Company's issuance of the City Title Policy, together with such endorsements as are required by the City, in accordance with Section 4.4 hereof.

(g) There exists no Event of Developer Default nor any act, failure, omission or condition that would constitute an Event of Developer Default under this Agreement.

(h) The City's receipt of a written requisition for disbursement of funds from Developer specifying the amount and use of the requested funds.

(i) The proposed use of the funds is in accordance with the City Loans Budget in the Preliminary Financing Plan.

4.7. Conditions to Disbursement of City Construction/Permanent Loan.

City's obligation to fund the City Construction/Permanent Loan for the purposes of Section 4.2 above is conditioned upon the satisfaction of all of the following conditions:

(a) Developer's delivery to the City of evidence of all insurance coverage required in accordance with the requirements set forth in Section 10.2.

(b) Developer's delivery of the City Construction/Permanent Loan Promissory Note and City Construction/Permanent Loan Deed of Trust, each fully executed and acknowledged as applicable.

(c) Recordation of the City Construction/Permanent Loan Deed of Trust in the Official Records simultaneously with the Construction Loan Closing.

(d) The Title Company's issuance of the City Construction/Permanent Loan Title Policy, together with such endorsements as are required by the City, in accordance with Section 4.4 hereof.

(e) There exists no Event of Developer Default nor any act, failure, omission or condition that would constitute an Event of Developer Default under this Agreement.

(f) The City's receipt of a written requisition for disbursement of funds from Developer specifying the amount and use of the requested funds.

(g) The proposed use of the funds is in accordance with the City Loans Budget in the Revised Financing Plan.

4.8. Repayment of the City Predevelopment Loan. Developer shall pay all outstanding principal and accrued interest on the City Predevelopment Loan, in full, on the earliest to occur of (i) a Developer Event of Default for which the City exercises its right to cause the City Predevelopment Loan indebtedness to become immediately due and payable, and (ii) the Construction Loan Closing.

4.9. Repayment of the City Construction/Permanent Loan.

(a) Annual Payments. Upon and after the completion of the Development, the Developer shall make annual payments of principal and interest to the City in the amount of the City Prorata Percentage of fifty percent (50%) of the Residual Receipts. Such annual payments shall be due and payable in arrears no later than May 1 of each year with respect to the previous calendar year, commencing on May 1st of the first year after the City's issuance of a certificate of occupancy for the Development. The Developer shall provide the City with any documentation reasonably requested by the City to substantiate the Developer's determination of Residual Receipts. Repayments shall be credited first to interest, then to principal.

(b) Sharing of Residual Receipts with Other Lenders. The City acknowledges that other governmental lenders, such as the California Department of Housing and Community Development, the County of Alameda, and other lenders to be set forth in the Financing Plan may provide additional financing for the Development. The City agrees to share pro rata in the Residual

Receipts, in proportion to the amount of City Construction/Permanent Loan and the financing provided by such other lenders (the "**City Prorata Percentage**").

(c) Payment of Remaining Balance. Developer shall pay all outstanding principal and accrued interest on the City Construction/Permanent Loan, in full, on the earliest to occur of (i) a Developer Event of Default for which the City exercises its right to cause the City Construction/Permanent Loan indebtedness to become immediately due and payable, and (ii) the expiration of the term of the City Construction/Permanent Promissory Note.

4.10. Prepayment; Acceleration

(a) Prepayment. Developer shall have the right to prepay the City Loans at any time and from time to time, without penalty or premium. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Developer's obligations under the City Regulatory Agreement which shall survive for the full term of the City Regulatory Agreement.

(b) Due On Sale or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the City Predevelopment Loan Promissory Note and City Construction/Permanent Loan Promissory Note shall be due and payable upon a Transfer (as defined in Section 6.2) absent the prior written consent of City of all or any part of or interest in the Property, except for a Transfer permitted under Section 6.3 of this Agreement or as otherwise permitted pursuant to this Agreement.

4.11. Nonrecourse. Except as expressly provided in this Section 4.11, Developer and the general and limited partners of the Developer shall have no personal liability for payment of the principal of, or interest on the City Promissory Notes, and the sole recourse of City with respect to the payment of the principal of, and interest thereon shall be to the Property and the Improvements and any other collateral held by City as security for the City Promissory Notes; provided however, nothing contained in the foregoing limitation of liability shall: (i) limit or impair the enforcement against all such security for the City Promissory Notes of all the rights and remedies of the City thereunder; (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the City Promissory Notes as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; or (iii) be deemed in any way to limit the rights of the City to obtain specific performance by the Developer of its covenants under the City Documents, other than the covenants to pay the City principal and interest due under the City Promissory Notes.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the City Promissory Notes; nothing contained herein is intended to relieve the Developer of its obligation to indemnify the City under this Agreement, or liability to the extent of any loss for: (i) fraud or intentional misrepresentation, or bad faith, waste, willful misrepresentation by the Developer; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the City Deeds of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the City Deeds of Trust; and/or the misappropriation of

any proceeds by the Developer under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

ARTICLE V
USE OF THE PROPERTY

5.1. Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of the Development in accordance with the terms and conditions of this Agreement and the City Regulatory Agreement.

5.2. Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that one hundred twelve (112) of the one hundred thirteen (113) residential units developed within the Development shall be occupied by and rented at an affordable rent to households of Extremely Low Income and Lower Income (as defined in the Regulatory Agreement) in accordance with the terms hereof and the City Regulatory Agreement, and one unit may be reserved for property managers with no income restrictions. The Parties shall execute the City Regulatory Agreement, substantially in the form attached hereto as Exhibit I, concurrently with the effective date of the City Promissory Note and City Deed of Trust. The City Regulatory Agreement shall be recorded in the Official Records of Alameda County ("**Official Records**") concurrently with the recording of the City Deed of Trust. Upon request of Developer, City shall reasonably consider changes to or subordination of the Regulatory Agreement as proposed by the lender and/or Investor.

5.3. Maintenance. Developer shall at its own expense, maintain the Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations, consistent with the standards of maintenance of similar multifamily apartment complexes in Alameda County. Without limiting the foregoing, Developer agrees to maintain the Improvements and the Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Development. Developer shall prevent and/or rectify any physical deterioration of the Property and the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair. Developer shall provide adequate security services for occupants of the Development.

5.4. Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the

Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Developer shall have the right to apply for all applicable tax exemptions, including, without limitation, the welfare exemption from property tax for low- income housing.

5.5. Obligation to Refrain from Discrimination. Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development, or any portion thereof, on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Development or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

ARTICLE VI
LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

6.1. Change Pursuant to this Agreement. Developer has represented that it possesses the necessary expertise, skill and ability to carry out the development and operation of the Development on the Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer is of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

6.2. Prohibition on Transfer. Prior to the later of expiration of the term of the City Regulatory Agreement and the payment in full of the City Promissory Note, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Development, the Improvements, or this Agreement or any of the City Documents, without the prior written approval of City, which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. Notwithstanding the foregoing, Developer is permitted to assign this Agreement and the City Documents to a Controlled Affiliate, as defined in Section 6.3 below. In addition to the foregoing, prior to the later of expiration of the term of the City Regulatory Agreement and the payment in full of the City Promissory Note, except as expressly permitted by

this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Developer, taking all transfers into account on a cumulative basis.

6.3. Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article VI shall not be deemed to prevent: (i) the granting of utility easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual units to tenants for occupancy as their principal residence in accordance with the City Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Development or the Property in accordance with the approved Financing Plan and subject to the requirements of Article VII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; and (v) a Transfer to an entity which is under the direct control or under common control with Eden Housing, Inc. or in which Eden Housing, Inc. or one of its affiliates, is the general partner or sole member of the general partner ("**Controlled Affiliate**").

The City hereby approves the initial Transfer, if any, of the limited partnership interest in Developer to an investor limited partner (the "**Investor**") and approves future Transfers of the limited partner interest in Developer provided that: (i) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in the Partnership Agreement of Developer approved by the City; and (ii) in subsequent Transfers, the initial limited partner or an affiliate of the initial limited partner retains a membership or partnership interest and the general partner of the Investor or a wholly-owned affiliate thereof serves as a managing member or managing general partner of the successor limited partner.

In the event the general partner of Developer is removed by the Investor for cause following default under the Partnership Agreement, the City hereby approves the Transfer of the general partner interest to a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), or a limited liability company whose sole member is a nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Code, selected by the Investor and approved by the City in writing, which approval shall not be withheld unreasonably.

6.4. Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 6.4 shall not apply to permitted Transfers described in Section 6.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete construction and operation of the Development and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement, the City Regulatory Agreement, the City Documents and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the City Regulatory Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If the City rejects a proposed Transfer, the City, as applicable, shall provide the reasons for such rejection in writing within thirty (30) days following receipt of written request by Developer, and representatives of the City shall meet with Developer and the proposed transferee to discuss in good faith the reasons for the rejection and Developer's and transferee's responses thereto.

6.5. Effect of Transfer without City Consent.

6.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement or the City Regulatory Agreement.

6.5.2 Without limiting any other remedy City may have under this Agreement, or under law or equity, this Agreement may be terminated by City if without the prior written approval of the City, Developer assigns or Transfers this Agreement or the Property. This Section 6.5.2 shall not apply to Transfers permitted under Section 6.3.

6.6. Recovery of City Costs. Developer shall reimburse City for all costs, including but not limited to attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten days following City's delivery to Developer of an invoice detailing such costs. This Section 6.6 shall not apply to Transfers permitted under Section 6.3.

ARTICLE VII
SECURITY FINANCING AND RIGHTS OF MORTGAGEES

7.1. Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans approved pursuant to the approved Financing Plan for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, other

expenditures reasonably necessary for development of the Property pursuant to this Agreement, and the construction and/or refinancing of the Development. Developer shall not enter into any conveyance for such financing without the prior written approval of the City Manager or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

7.2. Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

7.3. Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property, and the Investor, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach, and City will accept tender of such cure as if delivered by the Developer.

7.4. City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property, City may (but has no obligation to) cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer, for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

7.5. Holder to be Notified. Developer, for itself, its successors and assigns, hereby warrants and agrees that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property.

7.6. Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Development lenders or Investors, provided such modifications do not alter City's substantive rights and obligations under this Agreement.

7.7. Estoppel Certificates. Any Party shall, at any time, and from time to time, within thirty (30) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE VIII
ENVIRONMENTAL MATTERS

8.1. No City Liability; Developer's Covenants. City shall not be responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials, if any, existing or occurring on the Property or any portion thereof, and Developer shall be solely responsible for all actions and costs associated with any such activities required by any regulatory agency with jurisdiction over the Property and/or required for the construction of the Development and the development of the Property, or any portion thereof. Upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by applicable Environmental Laws. Developer hereby covenants and agrees that:

(1) Developer shall not knowingly permit the Development or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Development or the Property with the exception of any previously disclosed existing conditions on the Property and cleaning supplies and other materials customarily used in construction, construction, use or maintenance of residential property and used, stored and disposed of in compliance with Environmental Laws, and

(2) Developer shall keep and maintain the Development and the Property and each portion thereof in compliance with, and shall not cause or permit the Development or the Property or any portion of either to be in violation of, any Environmental Laws.

8.2. Environmental Indemnification. Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims, including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Environmental Laws or the covenants set forth in Section 8.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws. The provisions of this Section 9.2 shall survive the issuance of a Certificate of Completion for the Development and the expiration or earlier termination of this Agreement. Developer's indemnification obligation under this Section 8.2 shall not apply to acts described in clause (i) above caused by the gross negligence or willful misconduct of an Indemnitee.

8.2.1 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 8.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations. It is further agreed that City does not and shall not waive any rights against Developer that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

8.3. Hazardous Materials. As used herein, the term "**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

8.4. Environmental Laws. As used herein, the term "**Environmental Laws**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or

hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwater or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter- Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE IX
DEFAULTS, REMEDIES AND TERMINATION

9.1. Event of Developer Default. The following events shall constitute an event of default on the part of Developer ("**Event of Developer Default**"):

(a) Subject to force majeure, Developer fails to commence or complete construction of the Development within the times set forth in Section 3.4, or abandons or suspends construction of the Development prior to completion for a period of sixty (60) days or more;

(b) Developer fails to pay when due the principal and interest (if any) payable under the City Promissory Note and such failure continues for thirty (30) days after City notifies Developer thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VI;

(d) Developer fails to maintain insurance on the Property and the Development as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days following notice thereof from the City;

(e) Subject to Developer's right to contest the following charges pursuant to Section 5.4, if Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Development or fails to pay when due any other charge that may result in a lien on the Property or the Development, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(f) A default is declared in writing under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate re payment of such loan;

(g) Any representation or warranty contained in this Agreement or in any financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for the City Loans proves to have been false in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Developer (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order:

(1) adjudging the Developer to be bankrupt or insolvent,

(2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction,

(3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or

(4) directing the winding up or liquidation of the Developer;

(j) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(l) An event of default arises under this Agreement or any City Document and remains uncured beyond any applicable cure period; or

(m) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, a Developer Event of Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to

completion and in no event later than ninety (90) days after receipt of notice of the default or such longer period as the City may allow.

9.2. City Default. An event of default on the part of City ("**Event of City Default**") shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

9.3. City's Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

9.4. City's Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under law or equity, including, but not limited to the following. City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to this Agreement or the City Documents, exercise one or more of the following remedies:

(a) Accelerate and declare the balance of the City Promissory Note and interest accrued thereon immediately due and payable;

(b) Seek specific performance to enforce the terms of this Agreement or City Documents;

(c) Foreclose on the Property pursuant to the City Deed of Trust;

(d) Pursue any and all other remedies available under law to enforce the terms of this Agreement and the City Documents and City's rights thereunder.

9.5. Developer's Remedies Upon an Event of City Default. Upon the occurrence of an City Event of Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

9.6. Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

9.7. Inaction Not a Waiver of Default. No failure or delay by any Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive any Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE X
INDEMNITY AND INSURANCE

10.1. Indemnity. Developer shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold Indemnitees harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Development or the Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section 10.1 shall not extend to Claims resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10.1 shall survive the issuance of a Certificate of Completion for the Development and the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Developer that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

10.2. Insurance.

(a) Developer and all contractors working on behalf of Developer on the Development shall maintain the insurance coverage as described in the City Insurance Requirements attached hereto Exhibit K and incorporated herein.

(b) Prior to closing of each of the City Loans, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. Each certificate shall contain all provisions required in the City Insurance Requirements.

(c) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1. Brokers. Developer agrees to pay any real estate commission, brokerage fee, finder's fee, or other compensation due with respect to the acquisition of the Property, and agrees to defend, indemnify and hold harmless the City from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

11.2. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by any Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Parties, acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Parties within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Parties within ten (10) days of receipt of the notice. None of the Parties shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

11.3. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

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

Attention: City Manager
(with copy to City Attorney)

Developer: Corona/Ely Ranch, Inc.
22645 Grand Street
Hayward, California 94541
Attention: Chief Executive Officer

The City agrees that it shall provide Developer's Investor a duplicate copy of all notices of default that the City may give to or serve in writing upon Developer pursuant to the terms of the Loan Documents, at an address provided to the City; provided, the City shall have no liability to the Investor for its failure to do so. The Investor shall have the right, but not the obligation, to cure any Default of Developer set forth in such notice, during any applicable cure period described in the Loan Documents, and the City will accept tender of such cure as if delivered by Developer.

11.4. Attorneys' Fees. If any Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

11.5. Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.6. Binding on Successors. Subject to the restrictions on Transfers set forth in Article VI, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named party shall be deemed to apply to any permitted successor and assign of such party who has acquired an interest in compliance with this Agreement or under law.

11.7. Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since all of the Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

11.8. Action or Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing by the City,

without further approval by the City Council. Any such action shall be in writing. The Developer acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property, (ii) the City's issuance of a building permit, or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

11.9. Entire Agreement. This Agreement, including the exhibits listed below, which are attached hereto and incorporated herein by this reference, together with the other City Documents, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

Exhibit A	Legal Description of the Property
Exhibit B	Preliminary Financing Plan
Exhibit C	City Predevelopment Loan Promissory Note
Exhibit D	City Predevelopment Loan Deed of Trust
Exhibit E	City Construction/Permanent Loan Promissory Note
Exhibit F	City Construction/Permanent Loan Deed of Trust
Exhibit G	Schedule of Performance
Exhibit H	Scope of Development
Exhibit I	City Regulatory Agreement
Exhibit J	Certificate of Completion
Exhibit K	City Insurance Requirements

11.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Amendment may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

11.11. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.12. 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 successors and assigns, any rights or remedies hereunder.

11.13. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.14. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City or for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

11.15. Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

11.16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

DEVELOPER:

CORONA/ELY RANCH, INC., a California nonprofit public benefit corporation

By: Andrea Osgood

CITY:

CITY OF DUBLIN, a California corporation

By: _____
Linda Smith, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Alameda, City of Dublin, State of California, and is described as follows:

Parcel One:

Parcel 2 of Parcel Map No. 1920, filed December 1, 1976 in Book 94 of Parcel Maps, Pages 11 and 12, Alameda County Records.

Excepting therefrom:
That portion of land conveyed to the City of Dublin by Grant Deed Dated March 15, 2021, Recorded 03-26-21, as Instrument No. 2021123184, more particularly described as follows:
Real property, situate in the incorporated territory of the City of Dublin, County of Alameda, State of California, described as follows:
Being a portion of Parcel 2, as said Parcel 2 is shown and so designated on Parcel Map 1920, filed for record on December 1, 1976 in Book 94 of Parcel Maps, at Page 11, in the Office of the County Recorder of Alameda County, more particularly described as follows:
Beginning at the Northwestern corner of said Parcel 2;
Thence from said point of beginning, along the Northerly line of said Parcel 2, North 69° 08’ 15” East 31.11 feet;
Thence leaving said Northerly line, along the arc of a non-tangent 40.00 foot radius curve to the left, from which the center of said curve bears South 33° 42’ 04 East, through a central angle of 77° 09’ 41” an arc distance of 53.87 feet, to the Westerly line of said Parcel 2;
Thence along said Westerly line, North 20° 51’ 45” West 39.00 feet to said point of beginning.

Parcel Two:

An Access Easement, not to be exclusive, together with the right of ingress and egress therefor, in, over, along and across that certain land situated in the Township of Pleasanton, County of Alameda, State of California, described as follows:

Beginning at the most Western corner of the parcel of land described in the Deed from Amfac Merchandising Corporation, a California corporation to Baydale, Inc., a Delaware corporation, recorded December 28, 1971, Reel 3026, Image 888, Recorder's Series No. 71-169856, Alameda County Records; thence through a portion of the last named parcel of land and along the Northwestern boundary line thereof, North 69° 08' 15" East, 329.29 feet; thence at right angles to the last named line South 20° 51' 45" East, 71.00 feet to the Northeastern corner of the parcel of land described in the Deed from Baydale, Inc., a Delaware corporation, to Amfac Merchandising Corporation, a California corporation, recorded April 12, 1972, Reel 3104 Image 883, Recorder's Series No. 72-47311, Alameda County Records; thence along the last named line South 69° 08' 15" West 329.29 feet to the Northeastern line of Regional Street being the parcel of land described as Parcel One in the Deed from Motel Interstate Systems, Inc., to the County of Alameda, recorded March 8, 1971, Reel 2802 Image 404, Recorder's Series No.

71-26256, Alameda County Records; thence along the last named line North 20° 51' 45" West, 71.00 feet to the point of beginning.

Assessor's Parcel No. 941-1500-025-2 (Affects this and other property)

EXHIBIT B

PRELIMINARY FINANCING PLAN

Project Sources and Uses

The following table illustrates the initial **funding sources** of funding by stage.

	Construction Financing Stage		Permanent Financing Stage	Perm Sources by Unit
Construction Loan	$57,294,564.00			
Alameda County A1	$5,048,319.00		$5,048,319.00	$44,675.39
City Local Housing Trust Fund	$3,333,333.00		$3,333,333.00	$29,498.52
Land Donation	$8,400,000.00		$8,400,000.00	$74,336.28
Permanent Mortgage			$2,472,983.00	$21,884.81
HCD – NPLH			$9,776,465.00	$86,517.39
HCD – MHP			$18,337,732.00	$162,280.81
Deferred Developer Fee			$1,300,000.00	$11,504.42
Investor Capital Contribution	$3,238,669.00		$32,386,693.00	$286,607.90
Deferred Cost Until Conversion	$3,740,640.00			
TOTAL SOURCES	$81,055,525.00		$81,055,525.00	

The table below itemizes the preliminary total **development costs** by stage.

	Construction Financing Stage		Permanent Financing Stage	Uses by Unit
Total Acquisition Cost	$8,505,150.00		$8,505,150.00	$75,266.81
Hard Cost	$50,788,250.00		$50,788,250.00	$449,453.53
Soft Cost	$1,800,000.00		$1,800,000.00	$15,929.20
Construction Interest and Fees	$4,248,769.00		$4,248,769.00	$37,599.72
Permanent Financing Costs	$915,747.00		$950,747.00	$8,413.69
Attorney Costs	$40,000.00		$40,000.00	$353.98
Reserves and Appraisal Cost	10,000.00		1,015,640.00	$8,987.96
Construction Contingency	$2,543,170		$2,543,170.00	$22,505.93
Other Costs	$7,521,799.00		$7,521,799.00	$66,564.59
Developer Costs	$800,000.00		$3,500,000.00	$30,973.45
Syndication Costs	$142,000.00		$142,000.00	$1,256.64
Cost Deferred Until Conversion	$3,740,640.00			$33,103.01 32,481.14
TOTAL DEV COSTS	$81,055,525.00		$81,055,525.00	$717,305.53

EXHIBIT C

CITY PREDEVELOPMENT LOAN PROMISSORY NOTE

PROMISSORY NOTE
(Regional Street Apartments)

$1,000,000 Dublin, California
_____, 202_

FOR VALUE RECEIVED, the undersigned Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation ("Borrower"), hereby promises to pay to the order of the City of Dublin, a California municipal corporation ("Holder"), 100 Civic Plaza, Dublin, California, 94568, Attn: _____, the principal amount of One Million Dollars ($1,000,000), plus interest thereon pursuant to Section 2 below (the "City Predevelopment Loan").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of One Million Dollars ($1,000,000) with interest for the funds loaned to Borrower by Holder pursuant to the Affordable Housing Assistance Agreement between Borrower and Holder dated _____, 2023 (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest. The City Predevelopment Loan bears interest from the date of this Note at three percent (3%) interest, until full repayment of the outstanding balance of the City Predevelopment Loan.

3. Term and Repayment Requirements. All outstanding principal and interest under this Note shall be paid in full on the earliest to occur of (i) a Developer Event of Default under the Loan Agreement for which the Holder exercises its right to cause the City Predevelopment Loan to become immediately due and payable, and (ii) the Construction Loan Closing (as those terms are defined in the Loan Agreement).

4. Disbursements. All disbursements shall be in accordance with the terms of the Loan Agreement.

5. Prepayment. Borrower may prepay the City Predevelopment Loan at any time without penalty or fee.

6. Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of Holder unless the assignment complies with Section 6.3 of the Loan Agreement. Holder may assign its interest in the Note to any person or entity in Holder's sole discretion.

7. Security. This Note shall be secured by the Deed of Trust on the Property, wherein Borrower is the trustor and Holder is the beneficiary. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof. This Note is nonrecourse to Borrower and the general and limited partners of the Borrower, and the sole recourse of Holder

with respect to the payment of the principal of, and interest on this Note shall be to the Property and the Improvements and any other collateral held by Holder as security for this Note; provided however, nothing contained herein is intended to relieve the Borrower of liability to the extent of any loss for fraud or intentional misrepresentation, or bad faith, waste, willful misrepresentation by the Borrower; or the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); or be deemed in any way to limit the rights of the Holder to obtain specific performance by the Borrower of its covenants under the City Documents, other than the covenants to pay the Holder principal and interest due under this Note.

8. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at the address set forth in the first paragraph of this Note, or to such other place as Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to Holder, and Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

9. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note when due following written notice by the Holder of such failure and ten (10) days opportunity to cure;

(ii) Any failure in the performance by Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in Section 9.1 of the Loan Agreement; and

(iii) The occurrence of any Borrower event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to Holder pursuant to the Loan Agreement or the Deed of Trust (the "City Loan Documents"), subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of one or more of the foregoing events of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of Holder become immediately due and payable upon written notice by Holder to Borrower without further demand.

(c) Holder's failure to exercise the remedy set forth in Subsection 9(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(d) Notwithstanding anything herein to the contrary, Holder hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent hereunder to Borrower shall be sent to Borrower's limited partners at the address provided pursuant to Section 11.3 of the Loan Agreement.

10. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Loan Documents, contains the entire agreement between the parties as to the City Predevelopment Loan. It may not be modified except upon written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the date first above written.

Corona/Ely Ranch, Inc.,
a California nonprofit
public benefit corporation

By: _____
Name:

5365400.3

EXHIBIT D

CITY PREDEVELOPMENT LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (Regional Street Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of _____, 202__, by and among Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation ("Trustor"), _____Title Company ("Trustee"), and the City of Dublin, a California municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the County of Alameda, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property");

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The

Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Affordable Housing Assistance Agreement between Trustor and Beneficiary, dated _____, 2023. The Loan Agreement requires Beneficiary to make a predevelopment loan to Trustor in the amount of One Million Dollars ($1,000,000).

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of One Million Dollars ($1,000,000), of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition, reasonable wear and tear excepted. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without

limitation, water, gas, electricity, sewer, telephone and telegraph, or those otherwise required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to

perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate

proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") shall be used to repair or restore the Property, but if the property cannot be repaired or restored such Funds are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form they existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the Secured

Obligations, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or

occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Environmental Laws") on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except (a) as permitted under Environmental Laws; or (b) such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); and (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims").

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Beneficiary shall have its reasonable attorneys' fees in connection therewith paid by Trustor, provided Trustor has failed, based on reasonable evidence produced by Beneficiary, to adequately defend such Hazardous Materials Claims. Trustor shall indemnify, defend, and hold harmless Beneficiary and its councilmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property, including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by

any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably delayed or withheld, Trustor shall not take any Environmental Measure or other remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or

threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any other debt instrument or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein; or (4) a default is declared under the Approved Financing by the lender of such Approved Financing. Notwithstanding anything to the contrary contained herein, Beneficiary hereby agrees that any cure of any default made or tendered by one or more of Trustor's limited partners shall be deemed a cure by the Trustor and shall be accepted or rejected on the same basis as if made or tendered by Trustor. Copies of all notices which are sent to Trustor hereunder shall be sent to Investor Limited Partner at the address set forth in the Loan Agreement, and the Investor Limited Partner shall have the right, but not the obligation to cure an Event of Default hereunder, and Beneficiary will accept tender of such cure as if delivered by Trustor.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of

the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Alameda County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds

of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or

otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) delivered by express delivery service, return receipt requested, (c) delivered personally, or (d) sent by electronic mail, provided that any notice sent by electronic mail must be followed by notice delivered under either (a), (b), or (c) within 2 business days. All such notices shall be delivered to the principal office of the Parties as follows:

Borrower: Corona/Ely Ranch, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: Chief Executive Officer

City: City of Dublin
37101 Dublin Blvd.
Dublin, CA 94560
Attn: Community Development Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable) except that any electronic mail received after 5:00 p.m. shall be deemed to have been received on the next business day.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be

deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and

substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 USC 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by a Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

CORONA/ELY RANCH, INC.,
a California nonprofit public benefit corporation

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Alameda, City of Dublin, State of California, and is described as follows:

Parcel One:

Parcel 2 of Parcel Map No. 1920, filed December 1, 1976 in Book 94 of Parcel Maps, Pages 11 and 12, Alameda County Records.

Excepting therefrom:
That portion of land conveyed to the City of Dublin by Grant Deed Dated March 15, 2021, Recorded 03-26-21, as Instrument No. 2021123184, more particularly described as follows:
Real property, situate in the incorporated territory of the City of Dublin, County of Alameda, State of California, described as follows:
Being a portion of Parcel 2, as said Parcel 2 is shown and so designated on Parcel Map 1920, filed for record on December 1, 1976 in Book 94 of Parcel Maps, at Page 11, in the Office of the County Recorder of Alameda County, more particularly described as follows:
Beginning at the Northwestern corner of said Parcel 2;
Thence from said point of beginning, along the Northerly line of said Parcel 2, North 69° 08’ 15” East 31.11 feet;
Thence leaving said Northerly line, along the arc of a non-tangent 40.00 foot radius curve to the left, from which the center of said curve bears South 33° 42’ 04 East, through a central angle of 77° 09’ 41” an arc distance of 53.87 feet, to the Westerly line of said Parcel 2;
Thence along said Westerly line, North 20° 51’ 45” West 39.00 feet to said point of beginning.

Parcel Two:

An Access Easement, not to be exclusive, together with the right of ingress and egress therefor, in, over, along and across that certain land situated in the Township of Pleasanton, County of Alameda, State of California, described as follows:

Beginning at the most Western corner of the parcel of land described in the Deed from Amfac Merchandising Corporation, a California corporation to Baydale, Inc., a Delaware corporation, recorded December 28, 1971, Reel 3026, Image 888, Recorder's Series No. 71-169856, Alameda County Records; thence through a portion of the last named parcel of land and along the Northwestern boundary line thereof, North 69° 08' 15" East, 329.29 feet; thence at right angles to the last named line South 20° 51' 45" East, 71.00 feet to the Northeastern corner of the parcel of land described in the Deed from Baydale, Inc., a Delaware corporation, to Amfac Merchandising Corporation, a California corporation, recorded April 12, 1972, Reel 3104 Image 883, Recorder's Series No. 72-47311, Alameda County Records; thence along the last named line South 69° 08' 15" West 329.29 feet to the Northeastern line of Regional Street being the parcel of land described as Parcel One in the Deed from Motel Interstate Systems, Inc., to the County of Alameda, recorded March 8, 1971, Reel 2802 Image 404, Recorder's Series No.

71-26256, Alameda County Records; thence along the last named line North 20° 51' 45" West, 71.00 feet to the point of beginning.

Assessor's Parcel No. 941-1500-025-2 (Affects this and other property)

EXHIBIT E

CITY CONSTRUCTION/PERMANENT LOAN PROMISSORY NOTE

PROMISSORY NOTE
(Regional Street Apartments)

$3,333,333 Dublin, California
_____, 202_

FOR VALUE RECEIVED, the undersigned _____ ("Borrower"), hereby promises to pay to the order of the City of Dublin, a California municipal corporation ("Holder"), 100 Civic Plaza, Dublin, California, 94568, Attn: _____, the principal amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333), plus interest thereon pursuant to Section 2 below (the "City Construction/Permanent Loan").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of the City Construction/Permanent Loan loaned to Borrower by Holder pursuant to the Affordable Housing Assistance Agreement between Borrower and Corona/Ely Ranch, Inc. dated _____, 2023 (the "AHAA"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the AHAA.

2. Interest. The City Construction/Permanent Loan bears interest from the date of this Note at three percent (3%) interest, until full repayment of the outstanding balance of the City Construction/Permanent Loan.

3. Term and Repayment Requirements. Principal and interest under this Note in the amount of the City Pro rata Percentage of Fifty Percent (50%) of the Residual Receipts is due and payable as set forth in Section 4.9 of the AHAA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the date that a final certificate of occupancy is issued by the City of Dublin to certify that the construction of the Development is complete and the Development may be legally occupied (the "Completion Date").

4. Disbursements. All disbursements shall be in accordance with the terms of the AHAA.

5. Prepayment. Borrower may prepay the City Construction/Permanent Loan at any time without penalty or fee.

6. Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of Holder unless the assignment complies with Section 6.3 of the AHAA. Holder may assign its interest in the Note to any person or entity in Holder's sole discretion.

7. Security. This Note shall be secured by the Deed of Trust on the Property, wherein Borrower is the trustor and Holder is the beneficiary. The terms of the Deed of Trust

are hereby incorporated into this Note and made a part hereof. This Note is nonrecourse to Borrower and the general and limited partners of the Borrower, and the sole recourse of Holder with respect to the payment of the principal of, and interest on this Note shall be to the Property and the Improvements and any other collateral held by Holder as security for this Note; provided however, nothing contained herein is intended to relieve the Borrower of liability to the extent of any loss for fraud or intentional misrepresentation, or bad faith, waste, willful misrepresentation by the Borrower; or the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); or be deemed in any way to limit the rights of the Holder to obtain specific performance by the Borrower of its covenants under the City Documents, other than the covenants to pay the Holder principal and interest due under this Note.

8. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at the address set forth in the first paragraph of this Note, or to such other place as Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to Holder, and Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

9. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note when due following written notice by the Holder of such failure and ten (10) days opportunity to cure;

(ii) Any failure in the performance by Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in Section 9.1 of the AHAA; and

(iii) The occurrence of any Borrower event of default under the AHAA, the City Construction/Permanent Loan Deed of Trust, the Regulatory Agreement, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to Holder pursuant to the AHAA or the City Construction/Permanent Loan Deed of Trust (the "City Loan Documents"), subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of one or more of the foregoing events of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of Holder become immediately due and payable upon written notice by Holder to Borrower without further demand.

(c) Holder's failure to exercise the remedy set forth in Subsection 9(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(d) Notwithstanding anything herein to the contrary, Holder hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent hereunder to Borrower shall be sent to Borrower's limited partners at the address provided pursuant to Section 11.3 of the AHAA.

10. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower shall be given in the manner and at the addresses set forth in the AHAA, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Loan Documents, contains the entire agreement between the parties as to the City Construction/Permanent Loan. It may not be modified except upon written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the date first above written.

By: _____
Name:

5379382.1

EXHIBIT F

CITY CONSTRUCTION/PERMANENT LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (Regional Street Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of _____, 202__, by and among _____ ("Trustor"), _____Title Company ("Trustee"), and the City of Dublin, a California municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the County of Alameda, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property");

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The

Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Affordable Housing Assistance Agreement between Trustor and Beneficiary, dated _____, 2023.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333), of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition, reasonable wear and tear excepted. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those otherwise required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or

termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any

part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under

assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") shall be used to repair or restore the Property, but if the property cannot be repaired or restored such Funds are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form they existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations

relating to industrial hygiene or to the environmental conditions ("Environmental Laws") on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except (a) as permitted under Environmental Laws; or (b) such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); and (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims").

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Beneficiary shall have its reasonable attorneys' fees in connection therewith paid by Trustor, provided Trustor has failed, based on reasonable evidence produced by Beneficiary, to adequately defend such Hazardous Materials Claims. Trustor shall indemnify, defend, and hold harmless Beneficiary and its councilmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property, including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably delayed or withheld, Trustor shall not take any Environmental Measure or other remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's

reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any other debt instrument or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein; or (4) a default is declared under the Approved Financing by the lender of such Approved Financing. Notwithstanding anything to the contrary contained herein, Beneficiary hereby agrees that any cure of any default made or tendered by one or more of Trustor's limited partners shall be deemed a cure by the Trustor and shall be accepted or rejected on the same basis as if made or tendered by Trustor. Copies of all notices which are sent to Trustor hereunder shall be sent to Investor Limited Partner at the address set forth in the Loan Agreement, and the Investor Limited Partner shall have the right, but not the obligation to cure an Event of Default hereunder, and Beneficiary will accept tender of such cure as if delivered by Trustor.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of

Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Alameda County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without

further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any

such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment

by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) delivered by express delivery service, return receipt requested, (c) delivered personally, or (d) sent by electronic mail, provided that any notice sent by electronic mail must be followed by notice delivered under either (a), (b), or (c) within 2 business days. All such notices shall be delivered to the principal office of the Parties as follows:

Borrower: _____.
22645 Grand Street
Hayward, CA 94541
Attention: Chief Executive Officer

City: City of Dublin
37101 Dublin Blvd.
Dublin, CA 94560
Attn: Community Development Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable) except that any electronic mail received after 5:00 p.m. shall be deemed to have been received on the next business day.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of

the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not

obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 USC 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by a Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Alameda, City of Dublin, State of California, and is described as follows:

Parcel One:

Parcel 2 of Parcel Map No. 1920, filed December 1, 1976 in Book 94 of Parcel Maps, Pages 11 and 12, Alameda County Records.

Excepting therefrom:
That portion of land conveyed to the City of Dublin by Grant Deed Dated March 15, 2021, Recorded 03-26-21, as Instrument No. 2021123184, more particularly described as follows:
Real property, situate in the incorporated territory of the City of Dublin, County of Alameda, State of California, described as follows:
Being a portion of Parcel 2, as said Parcel 2 is shown and so designated on Parcel Map 1920, filed for record on December 1, 1976 in Book 94 of Parcel Maps, at Page 11, in the Office of the County Recorder of Alameda County, more particularly described as follows:
Beginning at the Northwestern corner of said Parcel 2;
Thence from said point of beginning, along the Northerly line of said Parcel 2, North 69° 08’ 15” East 31.11 feet;
Thence leaving said Northerly line, along the arc of a non-tangent 40.00 foot radius curve to the left, from which the center of said curve bears South 33° 42’ 04 East, through a central angle of 77° 09’ 41” an arc distance of 53.87 feet, to the Westerly line of said Parcel 2;
Thence along said Westerly line, North 20° 51’ 45” West 39.00 feet to said point of beginning.

Parcel Two:

An Access Easement, not to be exclusive, together with the right of ingress and egress therefor, in, over, along and across that certain land situated in the Township of Pleasanton, County of Alameda, State of California, described as follows:

Beginning at the most Western corner of the parcel of land described in the Deed from Amfac Merchandising Corporation, a California corporation to Baydale, Inc., a Delaware corporation, recorded December 28, 1971, Reel 3026, Image 888, Recorder's Series No. 71-169856, Alameda County Records; thence through a portion of the last named parcel of land and along the Northwestern boundary line thereof, North 69° 08' 15" East, 329.29 feet; thence at right angles to the last named line South 20° 51' 45" East, 71.00 feet to the Northeastern corner of the parcel of land described in the Deed from Baydale, Inc., a Delaware corporation, to Amfac Merchandising Corporation, a California corporation, recorded April 12, 1972, Reel 3104 Image 883, Recorder's Series No. 72-47311, Alameda County Records; thence along the last named line South 69° 08' 15" West 329.29 feet to the Northeastern line of Regional Street being the parcel of land described as Parcel One in the Deed from Motel Interstate Systems, Inc., to the County of Alameda, recorded March 8, 1971, Reel 2802 Image 404, Recorder's Series No.

71-26256, Alameda County Records; thence along the last named line North 20° 51' 45" West, 71.00 feet to the point of beginning.

Assessor's Parcel No. 941-1500-025-2 (Affects this and other property)

EXHIBIT G

SCHEDULE OF PERFORMANCE

Performance Milestones	**Milestone Completion Date**
Developer satisfaction of Conditions Precedent to Disbursement of City Predevelopment Loan.	Not later than June 30, 2025
Application to HCD Multifamily Housing Program	Not later than July 31, 2023
Application to Tax Credit Allocation Committee	Not later than August 31, 2024
Close of escrow for Construction Financing	Not later than June 30, 2025
Commencement of construction and development work on Development	Within 30 days after Construction Loan Closing, and not later than: July 31, 2025
Completion of construction and development work on Development	Not later than December 31, 2027
Commencement of occupancy of apartment units	Not later than December 31, 2027
Full occupancy of apartment units	Not later than June 30, 2028

EXHIBIT H

SCOPE OF DEVELOPMENT

The project site is located within the Downtown Dublin Specific Plan (amended on July 21, 2020). The site is conveniently located within walking distance to retail, amenities, and major transit stops including the BART West Dublin / Pleasanton Station. Consistent with the goals of the Specific Plan, Eden Housing is proposing to develop Regional Street to support 113 units of critically needed affordable housing that will serve low and extremely low-Income seniors (age 62+) in the City of Dublin. The project was developed consistent with the guiding principles for the Transit-Oriented District. No additional CEQA approval was required.

Eden's 113-unit senior community at 6543 Regional Street will include 55 studios, 57 one-bedrooms, and one unrestricted two-bedroom manager's unit. The studios and one-bedroom units will be restricted to senior households earning between 20 to 50 percent of Alameda County Area Median Income, as adjusted for family size. Eden currently owns and operates 4 properties in the City of Dublin, 3 of which are senior properties, including Valor Crossing, which is located within walking distance of the Regional Street site. Regional Street is anticipated to include open terraces on each residential floor, a community garden, and a pet relief area. Ground floor units facing St. Patrick's Way will include outdoor patios and create visual connections to the street for residents. Each floor will also contain outdoor terraces for a distinctly residential feel for all residents to utilize. Other on-site amenities will include a laundry room and a community room with a kitchen. The building is designed to have a community room and lobby on the ground floor.

Regional Street residents in a PSH unit will also receive service and support on behalf of the Alameda County Health Care Services Agency for services including access to mental health, substance treatments, and medical services, as well as assists with applying for SSI and other benefits. This site is also conveniently located next to various public transportation options including BART West Dublin/Pleasanton Station.

The project has secured financing through Alameda County's A1 program and the state's Local Housing Trust Fund. Development staff applied for HCD No Place Like Home ("NPLH") funds in 2022. If awarded, thirty-four units will be set aside as permanent supportive housing ("PSH") for chronically homeless seniors with severe mental illnesses. Development staff will apply for 4% credits and tax-exempt bonds.

EXHIBIT I

REGULATORY AGREEMENT

Recording Requested by
and when Recorded, return to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

APN: 941-1500-025

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is dated as of _____, 2023, by and between the City of Dublin, a municipal corporation ("**City**") and Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation ("**Owner**"). City and Owner are hereinafter collectively referred to as the "**Parties**." This Agreement shall be effective as of the date this Agreement is recorded ("**Effective Date**").

RECITALS

A. Owner has acquired certain property located at 6541-6543 Regional Street in the City of Dublin, California, more particularly described as Exhibit A (the "**Property**").

B. City and Owner have entered into a Community Benefit Program Agreement dated December 7, 2021, as amended June 7, 2023, with respect to the proposed development of a multifamily rental housing development on the Property for seniors and/or persons with special needs, with not less than one hundred thirteen (113) apartment units (the "**Development**"). The Community Benefit Program Agreement provides for Owner to construct the Development and to restrict the rental of all of the apartment units in the Development to lower income persons at an affordable rent. The Community Benefit Program Agreement further provides for the City to grant the Development one hundred thirteen (113) Residential Allocations from the Downtown Dublin Specific Plan.

C. The Owner intends to develop, construct, own, and operate the Development on the Property consisting of approximately one hundred thirteen (113) housing units primarily for Extremely Low and Low Income Households and related improvements. The Development will include a manager's unit that will not be subject to affordability restrictions.

D. The City and the Owner have entered into an Affordable Housing Assistance Agreement (the "**Loan Agreement**") pursuant to which the City make a predevelopment loan to

Owner in the amount of One Million Dollars ($1,000,000), and a construction/permanent loan to Owner to Owner in the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($3,333,333) (the "**City Loans**"). The City Loans will be used for certain predevelopment and construction expenses of the Development and will make the Development more competitive for the other affordable housing funding sources.

E. The Parties have agreed to enter into and record this Agreement in order to satisfy the conditions described in the foregoing Recitals. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for a period of not less than fifty-five (55) years from the date a Certificate of Occupancy is issued for the Development.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate to the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, except as provided under Section 2.3(d) hereof.

"**Adjusted Income**" means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

"**Affordable Rent**" means that the maximum rents as specified in Section 2.3 hereof.

"**Area Median Income**" or "**AMI**" means the median gross yearly income adjusted for Actual Household Size (to qualify residents) or Assumed Household Size (to calculate rents), as applicable, in the County of Alameda, California, as published from time to time by HCD, except as provided under Section 2.3(d) hereof. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

"**Assumed Household Size**" means the household size "adjusted for family size appropriate to the unit" in accordance with California Health and Safety Code Section 50053, except as provided under Section 2.3(d) hereof. The definition is utilized to calculate Affordable Rent and is not intended to be a limit on the number of persons occupying a unit.

"**City**" shall mean the City of Dublin, a California municipal corporation.

"**Claims**" is defined in Section 10.

"**Completion Date**" means the date a final certificate of occupancy is issued by the City to certify that the construction of the Development is complete and the Development may be legally occupied.

"**Development**" shall mean the Property and the one hundred thirteen (113) units to be developed on the Property, and any additional improvements and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist

"**Eligible Household**" means a household (i) for which gross household income upon initial occupancy does not exceed the applicable maximum income level for a Restricted Unit as specified in Section 2.1, and (ii) which consists of one or more Qualifying Residents, Qualified Permanent Residents, and/or Permitted Health Care Residents pursuant to California Civil Code Section 51.3.

"**Extremely Low Income Household**" shall mean a household with an Adjusted Income that does not exceed thirty percent (30%) of Area Median Income, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD, except as provided under Section 2.3(d) hereof.

"**Extremely Low Income Rent**" shall mean the rent permitted to be charged for an Extremely Low Income Unit pursuant to Section 2.1(b) below, except as provided under Section 2.3(d) hereof.

"**Extremely Low Income Units**" shall mean the Units, which, pursuant to Section 2.1(b) below, are required to be occupied by Extremely Low Income Households.

"**Fifteen Year Compliance Period**" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

"**Indemnitees**" is defined in Section 10.

"HCD" means the California Department of Housing and Community Development.

"**Investor Limited Partner**" means the limited partner or partners of the Owner.

"**Low Income Household**" shall mean a household with an Adjusted Income that does not exceed sixty percent (60%) of Area Median Income, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD, except as provided under Section 2.3(d) hereof.

"**Low Income Rent**" means the rent allowed to be charged on the Low Income Units pursuant to Section 2.1(a) below, except as provided under Section 2.3(d) hereof.

"**Low Income Units**" mean the Units that, pursuant to Section 2.1(a) below, are required to be occupied by Low Income Households.

"**Management and Marketing Plan**" is defined in Section 6.4.

"**Owner**" shall mean Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation, and its successors and assigns to the Development.

"**Property**" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

"**Regulations**" means Title 25 of the California Code of Regulations.

"**Rent**" means the total of monthly payments by the residents of a Unit (other than the manager's Unit) for the following: (1) use and occupancy of the Unit and land and related improvements, including parking; (2) any separately charged fees or service charges assessed by the Owner which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant. Utility allowances may be determined by use of the utility allowance published by the local public housing authority or the California Utility Allowance Calculator ("**CUAC**") model allowed by the California Tax Credit Allocation Committee regulations, if the Property qualifies.

"**Restricted Unit**" means a dwelling unit which is reserved for occupancy at an Affordable Rent by a household of not more than a specified household income in accordance with and as set forth in Section 2.1.

"**Senior Household**" shall mean a household consisting of Senior Citizens, Qualified Permanent Residents and/or Permitted Health Care Residents as defined in Civil Code Section 51.3(b).

"**Tenant**" shall mean an Eligible Household occupying a Unit.

"**Term**" means the term of this Regulatory Agreement, which commences as of the date of this Regulatory Agreement and shall remain in effect until the fifty-fifth (55th) anniversary of the Completion Date.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of an affordable residential rental development which qualifies as a Senior Citizen Housing Development pursuant to California Civil Code Section 51.3, consisting of the Development and related improvements, in compliance with the Loan Agreement and the requirements set forth herein. Owner represents and warrants that it has not entered into any agreement that would restrict or

compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements.

For the Term of fifty-five (55) years commencing upon the Completion Date, the following residential units in the Development will be restricted for occupancy by Extremely Low and Low Income Households as set forth below (the "**Restricted Units**"). The City and the Owner acknowledge that other financing sources for the Development may impose additional affordability restrictions on the Development.

(a) Seventy-Eight (78) of the Restricted Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households; and

(b) Thirty-Four (34) of the Restricted Units shall be rented to and occupied by, or if vacant, available for occupancy by Extremely Low Income Households.

(c) One (1) Unit shall be reserved for an on-site manager and shall not be subject to affordability or occupancy restrictions

In the event that recertification of Tenant incomes indicates that the number of Restricted Units in the Development actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Development to Eligible Household(s) until the required income mix is achieved.

2.2 [Intentionally Deleted]

2.3 Rents for Restricted Units.

(a) Low Income Rent. Subject to Section 2.3(d) below, the Rent charged to Residents of the Low Income Units shall not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of sixty percent (60%) of Area Median Income, adjusted for Assumed Household Size.

(b) Extremely Low Income Rent. Subject to Section 2.3(d) below, the Rent charged to Residents of the Low Income Units shall not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of thirty percent (30%) of Area Median Income, adjusted for Assumed Household Size.

(c) Rent Increases. The Rent may only be increased one time per year (unless otherwise approved in writing by the City) and the Rent level following an increase, or upon a new occupancy, shall not exceed the Rent level set forth in subsection a above, as applicable. Households occupying Units shall be given at least thirty (30) days written notice prior to any increase in the Rent.

(d) Compliance with TCAC Requirements. In the event the Development receives a reservation of low income housing tax credits by the California Tax Credit Allocation Committee ("**TCAC**"), Owner may use the occupancy standards, assumed household sizes, income limits, rent levels and rent increases that are permitted by TCAC in place of such requirements imposed by this Agreement. During the term of any TCAC regulatory agreement recorded with respect to the Development (the "**TCAC Regulatory Agreement**"), compliance with the TCAC Regulatory Agreement as it pertains to occupancy standards, assumed household sizes, income limits, rent levels and rent increases shall be deemed compliance with such requirements of this Agreement. Notwithstanding the foregoing, however, Owner shall comply with the requirements of City Municipal Code Section 8.68 with respect to occupancy standards, assumed household sizes, income limits, rent levels and rent increases for the required number of inclusionary housing units as provided in that section.

(e) Loss of Rental Subsidies. In the event that the Development receives Project-Based Section 8 or other rental subsidy payments (collectively referred to as the "**Rental Subsidies**") as a source of financing in accordance with the Revised Financing Plan approved by City in accordance with the Loan Agreement, and during the Term any change in federal law occurs or any action (or inaction) by Congress or any federal or State agency, which results in a reduction, termination or nonrenewal of the Rental Subsidies through no fault of the Owner ("**Federal or State Action**"), such that the Rental Subsidy projected on the approved Revised Financing Plan is no longer available, the City shall allow the Developer to increase the rents on one or more of the Extremely Low Income Units to Low Income Rents only if and to the extent that the Developer has demonstrated to the satisfaction of the City Manager that such a rent increase is necessary to maintain the financial stability of the Development. The Developer shall provide the City Manager with a projected operating budget for the Development showing the impact of the loss or reduction of the Rental Subsidy as well as the last two full years of audited financial statements for the Development showing actual costs and expenses of operating the Development at the time Developer requests an increase in the rents. The City Manager shall have authority to approve an increase in the rents on a sufficient number of Extremely Low Income Units to a rent not exceeding the Low Income Rent in order to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the submitted operating budget, provided, however, any such rent increase shall only be allowed pursuant to a transition plan mutually agreed upon by the City and Developer consistent with TCAC regulations and only to the extent not otherwise prohibited under the TCAC Regulatory Agreement or any other regulatory agreement recorded on the Development. Developer shall make all commercially reasonable efforts to obtain alternative sources of rental subsidies and shall provide the City with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the Extremely Low Income Units to be reduced to the Extremely Low Income Rents. Upon receipt of any alternative Rental Subsidies, the Developer shall reduce the rents on the units subject to the rent increase to the Extremely Low Income Rents to the greatest extent possible.

(f) Compliance with Stricter Requirements. Notwithstanding anything to the contrary contained in this Agreement, if the other lenders, tax credit investor, or regulatory agencies require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, tax credit investor, or regulatory agencies shall prevail. In meeting all such income and affordability requirements, the Owner

may count each unit at a specific income eligibility level as meeting the same specific income eligibility level requirement in each of the lender, tax credit, or regulatory agency regulatory agreements.

2.4 Increase in Tenant Income.

2.4.1 Increase Above Initial Qualifying Income. If upon recertification of Tenant incomes, Owner determines that the household income of a Tenant has increased and exceeds the income level for an Extremely Low Income Household, Low Income Household, or other applicable income category in which the Tenant initially qualified under a regulatory agreement required by other Development financing, then upon expiration of the Tenant's lease: (i) such Tenant's unit shall continue to be considered as a unit in the initial applicable income category, (ii) upon ninety (90) days' written notice to the Tenant, such Tenant's rent may be increased to an Affordable Rent for the income category for which the Tenant qualifies, and (iii) Owner shall rent the next available residential unit at an Affordable Rent to a household that qualifies in the income category in which the Tenant initially qualified in order to achieve the affordability requirements of this Agreement.

2.4.2 Non-Qualifying Household. If, upon recertification of Tenant incomes, Owner determines that a Tenant's household income has increased to exceed 80% of the Area Median Income, such Tenant shall be permitted to continue to occupy the unit and upon expiration of the Tenant's lease: (i) upon 90 days' written notice, such Tenant's rent may be increased to the lesser of one-twelfth of thirty percent (30%) of the household's actual income or the fair market rent, (ii) the unit shall continue to be classified as satisfying the income category for which the Tenant originally qualified, and (iii) when the Tenant vacates the unit, the unit shall be rented at an Affordable Rent to an Eligible Household that qualifies in the income category for which the former Tenant initially qualified in order to achieve the affordability requirements of this Agreement.

In the event of inconsistency between the provisions of Sections 2.4.1 or 2.4.2 and the rules applicable to the Project in connection with low-income housing tax credits, tax-exempt bond financing, or financing or rent subsidies provided to the Project by a federal, State or other public agency, the rules applicable pursuant to such financing or subsidy source shall prevail.

2.5 Selection of Tenants. Applications will be selected pursuant to an equitable selection method, and in accordance with the following preferences. Preferences determine the ranking by which applicants are selected but will not affect an applicant's eligibility. Preference order will be determined based on a point preference system established by the City for this Development (the "**Points Preference System**"). The City shall provide its point system and preference order to the Owner for incorporation by reference and attachment as an exhibit to the Management and Marketing Plan. The City's point system and preference order referenced in and attached to the Management and Marketing Plan will supersede the points system in section 8.68.050 of the Dublin Municipal Code, and has been approved as an alternate means of compliance by the City Council pursuant to Dublin Municipal Code section 8.86.040(E). The point system and preference order shall be subject to the program requirements of Project-Based Section 8 or other Rental Subsidies, and are subject to compliance with applicable fair housing laws.

In addition to the other requirements to be set forth in Management and Marketing Plan under Section 6.4 below, the Management and Marketing Plan shall include Owner's marketing, services, and other assistance and programs to fulfill the Owner's and City's intent to operate the Development for Senior Households.

This Section 2.5 is subject to the requirements of applicable fair housing laws.

2.6 Manager's Unit. One (1) dwelling unit in the Development may be used as a resident manager's unit, and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.7 No Condominium Conversion. Owner shall not convert the Development to condominium or cooperative ownership or sell condominium or cooperative rights to the Development or any part thereof during the term of this Agreement.

2.8 Residential Use. The Development shall be operated only for residential use. No part of the Development shall be operated as transient housing.

2.9 Section 8 Certificate Holders. The Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor, or similar programs. The Owner shall not apply selection criteria to holders of Section 8 certificate or similar certificates or vouchers that is more burdensome than criteria applied to all other prospective tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Units by such prospective tenants.

2.10 Lease Provisions. Owner shall include in leases for all Affordable Units provisions which authorize Owner to immediately terminate the tenancy of any household one or more of whose members has misrepresented any fact material to the household's qualification as an Extremely Low Income Household or Low Income Unit. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits for an Extremely Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase.

2.11 Notice of Expiration of Term.

2.11.1 At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (a) the anticipated date of the expiration of the Term, (b) any anticipated increase in Rent upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to City, and (d) a statement that a public hearing may be held by City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Owner shall also file a copy of the above-described notice with City.

2.11.2 In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a three (3) year notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term, (iii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iv) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; and (v) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

2.12 Non-Discrimination; Compliance with Fair Housing Laws.

2.12.1 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Development. Owner shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.12.2 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in, the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

3. Reporting Requirements.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(a) The identity of each household member; and

(b) The total gross household income; and

(c) The number and type of calculated preference points, if applicable.

Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. By not later than April 30 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with a certification that the Development is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Development as of the date of the Annual Report: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges, specifying the amount chargeable to the Tenant; and (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit ; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1. The Annual Report shall include a site improvement and maintenance plan and shall include a report on the current waitlist, including number of households, unit size desired, typical wait period. Owner shall include with the Annual Report, an income recertification for each household, documentation verifying Tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Development is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits or tax-exempt bond financing, Owner may satisfy the requirements of this Section by providing City with a copy of compliance reports required in connection with such financing.

3.3 Entry and Inspection. Owner shall permit representatives of City to enter and inspect the Property, the Development, and records, during reasonable business hours in order to monitor compliance with this Agreement upon forty-eight (48) hours advance notice of such visit to Owner or to Owner's management agent.

3.4 Annual Monitoring Fee. The Development shall be subject to an annual monitoring fee, as adjusted from time to time pursuant to the City's Master Fee Schedule.

3.5 Records.

(a) Owner shall keep and maintain at the principal place of business of the Owner set forth in Section 6.10 below, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Owner shall cause all books, records and accounts relating to the Development to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Owner shall cause all books, records, and accounts to be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Owner shall cause copies of all tax returns and other reports that Owner may be required to furnish to any government agency to be open for inspection by the City at all reasonable times at

the place that the books, records and accounts of Owner are kept. Owner shall preserve such records for a period of not less than five (5) years after their creation. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Development is pending at the end of the record retention period stated herein, then Owner shall retain the records until such action and all related issues are resolved. Such records are to include but are not limited to:

(1) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(2) Financial records; and

(3) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The City shall notify Owner of any records it deems insufficient. Owner has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Owner must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the 55th anniversary of the Completion Date, unless the term is extended by mutual agreement of the Parties.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof, as such may be extended pursuant to Section 4.1, regardless of (i) any sale, assignment, transfer, or conveyance of the Property or the Development or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or Note, or (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term as such may be extended pursuant to Section 4.1.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Development to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Development or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the

Property or the Development (other than the Tenants of the individual dwelling units within the Development) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, or other instrument affecting or conveying the Property or the Development or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, or other instrument. If any such contract, deed, or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Development in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Development, including without limitation the selection of Tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Development.

6.2 Management Entity. City shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Development. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves Eden Housing Management, Inc. (EHMI) as the initial management entity for the Development.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Development in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Development and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Development. Owner shall prevent and/or rectify any physical deterioration of the Property and the Development and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security services for occupants of the Development. The Management and Marketing Plan shall provide for the installation of a security camera system at initial occupancy. Nothing in the proceeding sentence shall require the continued use of a camera system if the parties agree upon a different or updated security system.

6.3.1 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness of Owner, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of ten percent (10%) per annum or the highest rate permitted by applicable law.

6.4 Management and Marketing Plan. Prior to the start of construction of the Development, Owner shall submit for City review and approval, a plan for managing the Property and marketing the Project**.** (the "**Management and Marketing Plan**"). The Management and Marketing Plan shall be updated after two (2) years and then again every five (5) years. The City will provide no less than 90 days' notice to Owner before each Management and Marketing Plan is due. Updates and revisions to the Management and Marketing Plan may be subject to prior approval of Owner's investor limited partner or other project lenders before being implemented.

The Management and Marketing Plan shall describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property and the Development. The Management and Marketing Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with Development Tenants. The Management and Marketing Plan shall address in detail how Owner plans to market the Restricted Units to prospective Eligible Households and targeted outreach to Senior Households in accordance with the City's Inclusionary Zoning Ordinance Regulations, subject to any City waivers for this Development, fair housing laws and this Agreement, Owner's Tenant selection criteria, and how Owner plans to certify the eligibility of Eligible Households. The Management and Marketing Plan shall also address Owner's plans concerning Senior Households set forth in Section 2.5 of this Agreement. Owner shall abide by the terms of the Management and Marketing Plan in marketing, managing, and maintaining the Property and the Development, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

The Management and Marketing Plan shall also include the following:

(a) Establishment of a "crime free" environment by participation in the City of Dublin's Crime Free Multi Housing Program.

(b) Description of targeted outreach to Senior Households.

(c) Plan to provide on-site programs and services for Senior Households and low-income residents.

6.5 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, or a proposed amendment or change to any of the foregoing within forty-five (45) days following City's receipt of such plan, proposal or amendment, the plan, proposal or amendment shall be deemed approved by City.

6.6 Social Services. Owner shall provide a variety of social services at the Development. Such social services are subject to the prior written approval of the City, in its reasonable discretion. Owner shall use its best efforts to create a comprehensive social service program that is targeted to the needs of the residents of the Development. Owner shall ensure that all personnel providing or coordinating all social services shall be adequately trained and counseled, including with respect to the appropriate means and methods of communicating and interacting with residents. Any substantive decrease in the amount of social services to be provided at the Property shall be subject to prior reasonable approval of City and approval shall not be unreasonably withheld

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Development, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The Parties acknowledge that the Owner will apply for exemption from property tax under Revenue and Taxation Code Section 214.

6.8 Insurance Coverage. Throughout the term of this Agreement Owner shall at Owner's expense, maintain in full force and effect insurance coverage as specified in the Loan Agreement and shall comply with all insurance requirements set forth in the Loan Agreement.

6.8 Property Damage or Destruction. If any part of the Development is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Development impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Alameda County. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Development. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Development in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly

undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request. Notwithstanding the foregoing, the City agrees that City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan (as defined in the Loan Agreement) as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Development, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the Loan Agreement; (iii) the lease of individual dwelling units to Tenants for occupancy as their principal residence in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Development or the Property in accordance with the Loan Agreement, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) a Transfer to a limited partnership in which the managing general partner is a tax-exempt entity under the direct control of or under common control with Owner; (vi) the admission of limited partners and any transfer of limited partnership interests in accordance with Owner's agreement of limited partnership (the "**Partnership Agreement**"), provided that the Partnership Agreement and/or the instrument of Transfer provides for development and operation of the Property and Development in a manner consistent with the Loan Agreement and this Agreement; (vii) the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, provided the replacement general partner is reasonably satisfactory to City; or (viii) the transfer of the General Partner's interest to a nonprofit entity that is or its member/manager is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, provided such replacement general partner is reasonably satisfactory to City.

In addition, City shall not withhold its consent to the sale, transfer or other disposition of the Development, in whole or in part, provided that (a) the Development is and shall continue to be operated in compliance with this Agreement; (b) the transferee expressly assumes all obligations of Owner imposed by this Agreement; (c) the transferee executes all documents reasonably requested by the City with respect to the assumption of the Owner's obligations under this Agreement, and upon City's request, delivers to the City an opinion of its counsel to the effect that such document and this Agreement are valid, binding and enforceable obligations of such transferee; and (d) either (A) the transferee has at least three (3) years' experience in the ownership, operation and management of low-income multifamily rental housing projects of similar size to that of the Development, without any record of material violations of nondiscrimination provisions or other state or federal laws or regulations applicable to such projects, or (B) the transferee agrees to retain a property management firm with the experience and record described in subclause (A).

Article VI of the Loan Agreement shall govern procedures applicable to requests for, and City's approval of, proposed Transfers. Unless waived by City, Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery of an invoice detailing such costs.

8.3 Encumbrances. Owner agrees to use best efforts to ensure that any subordination agreement recorded against the Property, the Development or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional sixty (60) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose City's Deed of Trust and take title to the Development without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Development without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Development as an affordable rental housing project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.4 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Development or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Development or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) The occurrence of a Transfer in violation of Section 8 hereof;

(b) Owner's failure to maintain insurance on the Property and the Development as required hereunder, and the failure of Owner to cure such default within ten (10) days;

(c) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Development or failure to pay any other charge that may result in a lien on the Property or the Development, and Owner's failure to cure such default within thirty (30) days of delinquency;

(d) A default has been declared under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(e) A default arises under the Loan Agreement, the Note, the Deed of Trust or any other City Document (as defined in the Loan Agreement) and remains uncured beyond the expiration of any applicable cure period;

(f) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Subsection 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than ninety (90) days from receipt of the notice of default or such longer period of time as City may allow.

The limited partners of Owner shall have the right to cure any default of Owner hereunder upon the same terms and conditions afforded to Owner. Provided that City has been given written notice of the address for delivery of notices to the limited partners, City shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Owner, and as to the limited partners, the cure periods specified herein shall commence upon the date of delivery of such notice in accordance with Subsection 11.3.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

B. Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

C. For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;

D. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. Notwithstanding any other provision in the Loan Agreement or other documents executed in connection with the City Loan, Owner shall indemnify, defend (with counsel approved by City) and hold City and their respective elected and appointed officers, officials, employees, agents, and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Development or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. It is further agreed that City does not and shall not waive any rights against Owner that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement or the Loan Agreement.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager
(With a copy to City Attorney)

Owner: Corona/Ely Ranch, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: Project Owner

With a copy to Owner's investor limited partner at the address designated by Owner.

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or

taken by the City's City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

11.7 Non-Liability of City Officials, Officers, Directors, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement. No director, officer, employee or agent of the Owner shall be personally liable to the City or any successor in interest, in the event of any default or breach by the Owner, or for any amount of money which may become due to the City or its successor or for any obligation of the Owner under this Agreement.

11.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement. This Agreement, together with the Loan Agreement, the Note and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY

City of Dublin, a municipal corporation

By: _____
Linda Smith, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to form:

_____
John Bakker, City Attorney

DEVELOPER

Corona/Ely Ranch, Inc.,
a California nonprofit public benefit corporation

By: _____

SIGNATURES MUST BE NOTARIZED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me, _____, Notary Public,

(here insert name and title of the officer)

personally appeared

_____

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(seal)

Exhibit A

PROPERTY

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

Parcel One:
Parcel 2 of Parcel Map No. 1920, filed December 1, 1976 in Book 94 of Parcel Maps, Pages 11 and 12, Alameda County Records.

Excepting therefrom:
That portion of land conveyed to the City of Dublin by Grant Deed Dated March 15, 2021, Recorded 03-26-21, as Instrument No. 2021123184, more particularly described as follows: Real property, situate in the incorporated territory of the City of Dublin, County of Alameda, State of California, described as follows: Being a portion of Parcel 2, as said Parcel 2 is shown and so designated on Parcel Map 1920, filed for record on December 1, 1976 in Book 94 of Parcel Maps, at Page 11, in the Office of the County Recorder of Alameda County, more particularly described as follows:
Beginning at the Northwestern corner of said Parcel 2; Thence from said point of beginning, along the Northerly line of said Parcel 2, North 69° 08’ 15” East 31.11 feet; Thence leaving said Northerly line, along the arc of a non-tangent 40.00 foot radius curve to the left, from which the center of said curve bears South 33° 42’ 04 East, through a central angle of 77° 09’ 41” an arc distance of 53.87 feet, to the Westerly line of said Parcel 2; Thence along said Westerly line, North 20° 51’ 45” West 39.00 feet to said point of beginning.

Parcel Two:
An Access Easement, not to be exclusive, together with the right of ingress and egress therefor, in, over, along and across that certain land situated in the Township of Pleasanton, County of Alameda, State of California, described as follows: Beginning at the most Western corner of the parcel of land described in the Deed from Amfac Merchandising Corporation, a California corporation to Baydale, Inc., a Delaware corporation, recorded December 28, 1971, Reel 3026, Image 888, Recorder's Series No. 71-169856, Alameda County Records; thence through a portion of the last named parcel of land and along the Northwestern boundary line thereof, North 69° 08' 15" East, 329.29 feet; thence at right angles to the last named line South 20° 51' 45" East, 71.00 feet to the Northeastern corner of the parcel of land described in the Deed from Baydale, Inc., a Delaware corporation, to Amfac Merchandising Corporation, a California corporation, recorded April 12, 1972, Reel 3104 Image 883, Recorder's Series No. 72-47311, Alameda County Records; thence along the last named line South 69° 08' 15" West 329.29 feet to the Northeastern line of Regional Street being the parcel of land described as Parcel One

in the Deed from Motel Interstate Systems, Inc., to the County of Alameda, recorded March 8, 1971, Reel 2802 Image 404, Recorder's Series No. 71-26256, Alameda County Records; thence along the last named line North 20° 51' 45" West, 71.00 feet to the point of beginning.

Assessor's Parcel No. 941-1500-025 (Affects this and other property)

5369422.4

EXHIBIT J

CERTIFICATE OF COMPLETION

Recording requested by
and when recorded mail to:

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

CERTIFICATE OF COMPLETION

This Certificate of Completion (this **Certificate**") is made by the City of Dublin, a California municipal corporation ("**City**"), effective as of _____, 202__.

RECITALS

A. City and Corona/Ely Ranch, Inc., a California nonprofit public benefit corporation ("**Owner**"), entered into that certain Affordable Housing Assistance Agreement dated as of _____, 2023 ("**Loan Agreement**") concerning the development of a one hundred thirteen (113) unit affordable housing development (the "**Development**") on certain real property located in the City of Dublin, California and more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

B. Pursuant to Section 3.12 of the Loan Agreement, the City is required to furnish the Owner or its successors with a Certificate of Completion upon completion of construction and development of the Development in accordance with the Loan Agreement.

C. The City has determined that the construction and development of the Development has been satisfactorily completed in accordance with the Loan Agreement.

NOW, THEREFORE, the City hereby certifies as follows:

1. Construction and development of the Development has been satisfactorily completed in conformance with the Loan Agreement.

2. All use, maintenance and nondiscrimination covenants contained in the Loan Agreement and the City Regulatory Agreement recorded in the Official Records of Alameda County on _____, 2023 as Instrument No._____ in connection therewith shall remain in effect and enforceable in accordance therewith. This Certificate does not constitute evidence of Owner's compliance with those covenants in the Loan Agreement or City Regulatory Agreement that survive the issuance of this Certificate.

3. This Certificate does not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof (except City) and does not constitute a notice of completion under the California Civil Code.

4. Nothing contained in this instrument shall modify any provisions of the Loan Agreement, City Regulatory Agreement or any other document executed in connection therewith.

IN WITNESS WHEREOF, City has executed and issued this Certificate of Completion as of the date first written above.

THE CITY OF DUBLIN

By: _____

Name: _____
[Title]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SIGNATURE MUST BE NOTARIZED

EXHIBIT A TO CERTIFICATE OF COMPLETION
LEGAL DESCRIPTION OF PROPERTY

PROPERTY

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

Parcel One:
Parcel 2 of Parcel Map No. 1920, filed December 1, 1976 in Book 94 of Parcel Maps, Pages 11 and 12, Alameda County Records.

Excepting therefrom:
That portion of land conveyed to the City of Dublin by Grant Deed Dated March 15, 2021, Recorded 03-26-21, as Instrument No. 2021123184, more particularly described as follows: Real property, situate in the incorporated territory of the City of Dublin, County of Alameda, State of California, described as follows: Being a portion of Parcel 2, as said Parcel 2 is shown and so designated on Parcel Map 1920, filed for record on December 1, 1976 in Book 94 of Parcel Maps, at Page 11, in the Office of the County Recorder of Alameda County, more particularly described as follows:
Beginning at the Northwestern corner of said Parcel 2; Thence from said point of beginning, along the Northerly line of said Parcel 2, North 69° 08’ 15” East 31.11 feet; Thence leaving said Northerly line, along the arc of a non-tangent 40.00 foot radius curve to the left, from which the center of said curve bears South 33° 42’ 04 East, through a central angle of 77° 09’ 41” an arc distance of 53.87 feet, to the Westerly line of said Parcel 2; Thence along said Westerly line, North 20° 51’ 45” West 39.00 feet to said point of beginning.

Parcel Two:
An Access Easement, not to be exclusive, together with the right of ingress and egress therefor, in, over, along and across that certain land situated in the Township of Pleasanton, County of Alameda, State of California, described as follows: Beginning at the most Western corner of the parcel of land described in the Deed from Amfac Merchandising Corporation, a California corporation to Baydale, Inc., a Delaware corporation, recorded December 28, 1971, Reel 3026, Image 888, Recorder's Series No. 71-169856, Alameda County Records; thence through a portion of the last named parcel of land and along the Northwestern boundary line thereof, North 69° 08' 15" East, 329.29 feet; thence at right angles to the last named line South 20° 51' 45" East, 71.00 feet to the Northeastern corner of the parcel of land described in the Deed from Baydale, Inc., a Delaware corporation, to Amfac Merchandising Corporation, a California corporation, recorded April 12, 1972, Reel 3104 Image 883, Recorder's Series No. 72-47311, Alameda County Records; thence along the last named line South 69° 08' 15" West 329.29 feet to the Northeastern line of Regional Street being the parcel of land described as Parcel One

in the Deed from Motel Interstate Systems, Inc., to the County of Alameda, recorded March 8, 1971, Reel 2802 Image 404, Recorder's Series No. 71-26256, Alameda County Records; thence along the last named line North 20° 51' 45" West, 71.00 feet to the point of beginning.

Assessor's Parcel No. 941-1500-025 (Affects this and other property)

5369422.4

EXHIBIT K

CITY INSURANCE REQUIREMENTS

CITY INSURANCE REQUIREMENTS

Prior to the closing of the City Predevelopment Loan and City Construction/Permanent Loan, and throughout the term of this Agreement thereafter, Developer shall obtain and maintain, at Developer's expense, the following policies of insurance.

A. Property Insurance. Insurance for the risks of direct physical loss, with minimum coverage being the perils insured under the standard Causes of Loss - Special form (ISO Form CP 10 30) or its equivalent, covering all improvements, all fixtures, equipment and personal property, located on or in, or constituting a part of, the Property ("Improvements"), in an amount equal to one hundred percent (100%) of the full replacement cost of all such property.

1. The insurance shall:

(a) Cover explosion of steam and pressure boilers and similar apparatus, if any, located on the Property,

(b) Cover floods if the Property is in a Special Hazard Area, as determined by the Federal Emergency Management City or as shown on a National Flood Insurance Program flood map;

2. The insurance required hereunder shall be in amounts sufficient to prevent Developer from becoming a co-insurer under the terms of the applicable policies, with not more than a Ten Thousand Dollars ($10,000) deductible (or such higher deductible approved by the City, which approval shall not be unreasonably withheld) from the loss payable for any casualty.

3. The policies of insurance carried in accordance with this Paragraph A shall contain a "replacement cost endorsement" and an "increased cost of construction endorsement."

B. Liability Insurance. Commercial general liability insurance on an "occurrence basis" covering all claims with respect to injury or damage to persons or property occurring on, in or about the Property and the Improvements. The limits of liability under this Paragraph B shall be not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, with a deductible no greater than Ten Thousand Dollars ($10,000) or such higher deductible as may be approved by City, which approval shall not be unreasonably withheld. 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. No endorsement shall be attached limiting the coverage. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

1. The insurance shall also include coverage for:

(a) Liability for bodily injury or property damage arising out of the use, by or on behalf of Developer, of any owned, non-owned, leased or hired automotive equipment in the conduct of any and all operations conducted in connection with the Development or the Property. 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. 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. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(b) Premises and operations including, without limitation, bodily injury, personal injury, death or property damage occurring upon, in or about the Property or the Improvements on any elevators or any escalators therein and on, in or about the adjoining sidewalks, streets and passageways;

(c) Environmental liability and indemnification of City therefor;

(d) Broad form property damage liability;

(e) Additional insured and primary insured endorsements protecting the City and its respective elected and appointed officials, officers, employees and agents;

(f) Personal injury endorsement.

C. Worker's Compensation Insurance. Worker's compensation insurance, in the amount required under then applicable state law, with limits of not less than One Million Dollars per accident ($1,000,000), covering Developer's employees, if any, at work in or upon the Property or engaged in services or operations in connection with the Development or the Property. Developer shall require that any contract entered into by Developer with regard to work to be undertaken on the Property include a contractual undertaking by the contractor to provide worker's compensation insurance for its employees in compliance with applicable state law. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Developer, its employees, agents, contractors and subcontractors.

D. Course of Construction Insurance. Course of construction insurance in the same amount as required in Paragraph A above for property insurance, covering all construction activities on the Property.

E. General Insurance Provisions.

1. All policies of insurance provided for in this Exhibit shall be provided under valid and enforceable policies, in such forms and amounts as hereinbefore specified, issued by insurers licensed to do business in the State of California (or approved to do business in California and listed on the California Department of Insurance list of Eligible Surplus Lines Insurers or successor listing) and having a rating of A-VII or better in Best Insurance Guide or, if Best Insurance Guide is no longer in existence, a comparable rating from a comparable rating service. Prior to closing of the City Predevelopment Loan and City Construction/Permanent Loan, and thereafter, not less than thirty (30) days prior to the expiration date of each policy furnished pursuant to this Exhibit, Developer shall deliver to City certificates evidencing the insurance required to be carried by Developer under this Exhibit, and any additional insured endorsements, waivers of subrogation endorsements, and primary insurance endorsements as required by this Exhibit. If requested by City, Developer shall deliver within ten (10) days following such request, certified, complete copies of the insurance policies required hereunder. Insurance policies to be provided hereunder shall meet the following requirements:

2. Each policy of insurance obtained pursuant to this Agreement, other than worker's compensation insurance, shall contain endorsements which provide:

(a) A waiver by the insurer of the right of subrogation against City, Developer or any tenant of the Development for negligence of any such person,

(b) A statement that the insurance shall not be invalidated should any insured waive in writing prior to the loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy, and

(c) A provision that no act or omission of Developer which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

(d) By endorsements, City, and its elected and appointed officials, officers, volunteers, employees and agents shall be named as additional insured under the liability insurance required to be maintained by Developer hereunder. City shall be named as loss payee on the property insurance policies required to be maintained hereunder.

3. Each policy required hereunder shall include a Notice of Cancellation or Change in Coverage Endorsement which shall provide that such policy shall not be cancelled or materially changed without at least thirty (30) days' prior written notice by registered or certified mail to City.

4. All insurance policies shall provide that there shall be no exclusion from coverage for cross liability among the listed insureds.

5. Any certificate of insurance applicable to course of construction insurance to be maintained shall be deposited with City prior to closing of the City Construction/Permanent Loan.

6. Each policy shall contain an endorsement that provides that the insurance applies separately to each insured that is seeking coverage or against whom a claim is made, except with respect to the limits of liability

7. Each policy shall be written as a primary policy not contributing with and not in excess of coverage that City may carry.

8. Each policy shall expressly provide that City shall not be required to give notice of accidents or claims and that City shall have no liability for premiums.

9. No policy required by this Exhibit shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

10. Developer shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

F. Blanket Policies. Any insurance provided for in this Exhibit may be placed by a policy or policies of blanket insurance; provided, however, that such policy or policies provide that the amount of the total insurance allocated to the Property and the Development shall be such as to furnish protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects any such policy or policies shall comply with the other provisions of this Agreement

G. Waiver of Subrogation. To the extent permitted by law and the policies of insurance required to be maintained hereunder, and without affecting such insurance coverage, City and Developer each waive any right to recover against the other:

1. Damages for injury or death of persons,

2. Damage to property,

3. Damage to the Property or the Improvements or any part thereof, or

4. Claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered (and only to the extent of such coverage) by insurance actually carried by either City or Developer.

This provision is intended to restrict each party (as permitted by law) to recover against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

H. Compliance with Policy Requirements. Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Property, and Developer shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing shall be willing to write or to continue such insurance.

I. Remedies. In addition to any other remedies City may have if Developer 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 Developer's breach:

(i) Obtain such insurance and Developer shall then be required to pay to City the amount of the premiums for such insurance; and/or

(ii) Obtain such insurance and add the cost of the premiums for such insurance to the balance of the City Predevelopment Loan and/or City Construction/Permanent Loan.

CITY OF DUBLIN
FISCAL YEAR 2022-23
BUDGET CHANGE FORM

Attachment 3

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		EXP: Affordable Housing Fund/Affordable Housing/Housing Development Loan 29018100.66102	$1,000,000

REASON FOR BUDGET CHANGE

The Fiscal Year 2022-2023 Budget Affordable Housing Fund/Affordable Housing/Housing Development Loan includes funding for affordable housing projects. The Staff Report for June 20, 2023 includes a Predevelopment Loan for the Regional Street Senior Affordable Housing Project, requiring a budget adjustment for this fund in the amount of $1 million.

As Presented at the City Council Meeting **6/20/2023**

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

Posted By: _____ Date: _____

Agenda Item 4.8

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Delegation of Authority During Council Recess – Annual Street Resurfacing, Alamo Creek Park Fence Replacement, and Agreement with All City Management Services, Inc.
Prepared by: Laurie Sucgang, City Engineer, and Raelyn Miranda, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will consider delegating authority to the City Manager to approve the plans and specifications and award contracts for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay) and the Alamo Creek Park and Assessment District Fence Project during the City Council recess between June 21, 2023 and August 14, 2023. The City Council will also consider delegating authority to the City Manager to approve an agreement with All City Management Services, Inc. during the City Council recess. Actions taken during the City Council recess will be reported to the City Council at the August 15, 2023 regularly scheduled meeting.

STAFF RECOMMENDATION:

Take the following actions 1) Adopt the Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award Construction Contracts for Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117; 2) Adopt the Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award a Construction Contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122; and 3) Adopt the Resolution Delegating Authority to the City Manager to Approve an Agreement Between the City of Dublin and All City Management Services, Inc.

FINANCIAL IMPACT:

The estimated construction contract cost for the Annual Street Resurfacing Projects, 2023 Slurry Seal and 2023 Overlay, is $800,000-$900,000 and $1.2 million-$1.4 million, respectively, and the estimated cost for the Alamo Creek Park Fence Replacement Project is $400,000-$500,000. Sufficient funds are available in the adopted 2022-2027 Capital Improvement Program (CIP)

Update for CIP Nos. ST0117, PK0123, and PK0122, as well as the Fiscal Year 2023-24 Operating Budget for the Public Works Department, in addition to any funds remaining from Fiscal Year 2022-23 when the fiscal year books are closed. Any contract award is limited to the available budgeted funds.

The compensation in the proposed agreement with All City Management Services, Inc. for crossing guard services in the new school year is not to exceed $800,000, which includes a contingency amount if there needs to be a modification to the hours and location site. The Dublin Unified School District will reimburse the City for the cost of a total of six sites and the City will be responsible for the remaining eleven sites. Sufficient funds are available in the adopted Fiscal Year 2023-24 budget for this contract.

DESCRIPTION:

Delegation of Authority

Dublin Municipal Code Chapter 2.36 Contracts and Purchasing requires that the City Council approve any contracts for public projects that exceed $100,000. However, Dublin Municipal Code Section 2.04.190, states: "It shall be the duty of the City Manager to perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or other official action of the City Council." Therefore, Staff recommends that the City Council exercise its authority and approve a resolution to delegate its approval to the City Manager during the City Council recess, provided the compensation amounts are within the budget already approved by the City Council and that all other competitive bidding procedures are satisfied, as appropriate.

If the City Council delegates authority, a report summarizing actions that occurred during the City Council recess will be included in the agenda for the August 15, 2023 City Council meeting.

Annual Street Resurfacing

This year's Annual Street Resurfacing, CIP No. ST0117, consists of two projects 1) 2023 Slurry Seal and 2) 2023 Overlay.

The 2023 Slurry Seal Project will include localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on the following street segments: Alegre Drive, Amarillo Court, Amarillo Road, Barn Hollow Court, Bay Laurel Court, Bay Laurel Street, Betlen Drive, Buckeye Court, Calle Verde Road, Casa Linda Court, Castle Court, Castle Drive, Circle Way, Corto Court, Cresta Lane, Dillon Way, Estrella Court, Hansen Drive, Kingston Place, Kolb Place, Ladera Court, Ladera Drive, Las Palmas Court, Las Palmas Way, Luna Court, Mancini Court, Manzanita Lane, Mape Way, Meadow Court, Peppertree Road, Prow Way, Rampart Drive, Reilly Court, San Sabana Court, San Sabana Road, Shadow Drive, Shadow Place, Silvergate Drive, Tina Place, and two segments along Tamarack Drive, between Village Parkway and Burnham Way and between Doreen Street and Brighton Drive.

The 2023 Overlay Project will include pavement overlays of John Monego Court and Sierra Lane; the Alamo Creek Trail pedestrian pathway along Persimmon Drive between Gleason Drive and Central Parkway; localized pavement repairs on Dublin Boulevard, west of Silvergate Drive, as well as on Village Parkway, north of Amador Valley Boulevard; and localized pavement repairs in

the Shannon Community Center parking lot, which will also address the fire damaged pavement.

The 2023 Slurry Seal Project is currently out to bid at the time of the writing of this Staff Report, and the 2023 Overlay Project will be advertised in the coming weeks. Barring unforeseen circumstances, such as bid protests, it is anticipated that both projects will be scheduled to receive, open, and read aloud bids, and award and execute contracts during the City Council recess. The City Council delegation of authority to the City Manager will allow the projects to continue progressing towards construction without having to wait until the City Council meeting of August 15, 2023. Bid results, references, and necessary licenses will be reviewed by Staff who will then recommend that the City Manager award the construction contracts to the lowest responsive, responsible bidders.

These projects are exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Alamo Creek Park and Assessment District Fence Replacement

The Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0422, includes the removal and disposal of existing ornamental metal fencing that has reached the end of its service life at Alamo Creek Park and along Fall Creek Road, Dougherty Road, and Wildwood Road, and replacement with new six-foot-high vinyl coated chain link fencing. The project also includes patching, painting, and replacement of the decorative metal fencing on the concrete masonry monument sign and culvert walls with new decorative metal fencing in Alamo Creek Park.

The project will be advertised in the coming weeks and barring unforeseen circumstances, such as bid protests, it is anticipated that the project will be scheduled to receive, open, and read aloud bids, and award and execute a contract during the City Council recess. The City Council delegation of authority to the City Manager will allow the project to continue progressing towards construction without having to wait until the meeting of August 15, 2023. Bid results, references, and necessary licenses will be reviewed by Staff who will then recommend that the City Manager award the construction contract to the lowest responsive, responsible bidder.

This project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

All City Management Services, Inc. Agreement

The current agreement with All City Management Services, Inc. for crossing guards in designated school zones will expire on June 30, 2023. Staff desires to enter into a new two-year agreement with All City Management Services, Inc. prior to the beginning of the 2023-2024 school year, which occurs during the City Council recess. Staff recommends delegating authority to the City Manager to approve the agreement.

There will be 17 locations for the crossing guards with exact sites still to be determined, but which will include areas around the elementary schools, Fallon Middle School, and Cotton Wood Creek K-8 School.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Infrastructure Maintenance and Reinvestment

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award Construction Contracts for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117
2) Resolution Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award a Construction Contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122
3) Resolution Delegating Authority to the City Manager to Approve an Agreement Between the City of Dublin and All City Management Services, Inc.
4) CIP No. ST0117 – Annual Street Resurfacing
5) CIP No. PK0123 – Persimmon Drive Pedestrian Path Rehabilitation
6) CIP No. PK0122 – Alamo Creek Park and Assessment District Fence Replacement

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS AND TO AWARD CONSTRUCTION CONTRACTS FOR THE ANNUAL STREET RESURFACING PROJECTS (2023 SLURRY SEAL AND 2023 OVERLAY), CIP NO. ST0117

WHEREAS, the design team prepared the plans and specifications for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117, ("Projects") which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 21, 2023 through August 14, 2023; and

WHEREAS, Staff is aware of specific actions that will be needed for the Projects during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Projects.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to consider, approve, award, and execute the contracts and other associated administrative matters needed for the Projects within existing budgetary appropriations during the City Council's scheduled recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Projects' Contract Change Orders based on the appropriated funds designated for the Projects up to the contingency amounts of $100,000 for the 2023 Slurry Seal Project and $150,000 for the 2023 Overlay Project.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS AND TO AWARD A CONSTRUCTION CONTRACT FOR THE ALAMO CREEK PARK AND ASSESSMENT DISTRICT FENCE REPLACEMENT PROJECT, CIP NO. PK0122

WHEREAS, the design team prepared the plans and specifications for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122, ("Project") which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 21, 2023 through August 14, 2023; and

WHEREAS, Staff is aware of specific actions that will be needed for the Project during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to consider, approve, award, and execute the contract and other associated administrative matters needed for the Project within existing budgetary appropriations during the City Council's scheduled recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of $50,000.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AN AGREEMENT BETWEEN THE CITY OF DUBLIN AND ALL CITY MANAGEMENT SERVICES, INC.

WHEREAS, the City of Dublin desires to enter into an agreement with All City Management Services, Inc. to provide crossing guards in designated school zones; and

WHEREAS, Dublin Unified School District requested 17 location sites; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the compensation amount is within the budget pre-approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED City Council of the City of Dublin does hereby authorize the City Manager or designee to approve and execute an agreement with All City Management Services, Inc. for a period of two years and for a compensation amount not to exceed $800,000, inclusive of contingency.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	ST0117	ANNUAL STREET RESURFACING	Program	STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 82.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$142,884	$48,991	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,484,397	$684,947	$340,000	$340,000	$360,000	$360,000		$3,569,344
9400	Improvements	$7,796,520	$3,023,727	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,251
9500	Miscellaneous	$9,022	$40,169	$7,120	$7,120	$8,000	$8,000		$79,431
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$467,999							$467,999
2201	State Gas Tax	$3,456,188	$1,232,833	$600,920	$725,920	$800,000	$800,000		$7,615,861
2204	Measure B Sales Tax - Local Streets Fund	$1,484,999	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$300,000							$300,000
2214	Measure BB Sales Tax - Local Streets Fund	$1,806,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$304,500							$304,500
2216	Measure B Grants	$82,500							$82,500
2220	Road Maint. & Rehab. Account (RMRA)	$1,374,977	$1,764,661	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,482
2304	Local Recycling Programs	$155,640	$4,360						$160,000
4309	Mitigation Contributions		$45,980						$45,980
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

ANNUAL OPERATING IMPACT								

Number **PK0123** **PERSIMMON DRIVE PEDESTRIAN PATH REHABILITATION** Program **PARKS**

PROJECT DESCRIPTION

This project will provide for removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits		$15,080						$15,080
9200	Contract Services		$29,920						$29,920
9400	Improvements		$150,000						$150,000
TOTAL			**$195,000**						**$195,000**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
2704	Landscape District Santa Rita 1997-1		$195,000						$195,000
TOTAL			**$195,000**						**$195,000**

ANNUAL OPERATING IMPACT								

Number **PK0122** **ALAMO CREEK PARK AND ASSESSMENT DISTRICT - FENCE REPLACEMENT** Program **Parks**

PROJECT DESCRIPTION

This project provides for the design and construction of replacement fencing at Alamo Creek Park and for replacement and repair of fencing within the Dougherty Road Landscape and Lighting District No. 1986-1. Most of the existing tubular steel fencing has reached the end of its service life and needs to be replaced or repaired. The project will include replacement of the tubular steel fencing within Alamo Creek Park. In addition to the park fencing, the existing decorative concrete masonry walls within the park, which include integrated tubular steel fence elements, will be evaluated, repaired as needed, and repainted.

The project will also include evaluation and select replacement or repair of the tubular steel fencing that is maintained by the Dougherty Road Landscape and Lighting District No. 1986-1. The subject fencing is located along Fall Creek Road, Wildwood Road, and Willow Creek Drive. Funding for this portion of the project is provided from funding reserves that were collected from District No. 1986-1.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM					
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$2,911	$38,689						$41,600
9200	Contract Services	$10,021	$43,730						$53,751
9400	Improvements		$747,500						$747,500
9500	Miscellaneous		$7,149						$7,149
TOTAL		**$12,932**	**$837,068**						**$850,000**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$3,233	$446,767						$450,000
2703	Landscape District Dougherty 1986-1	$9,699	$390,301						$400,000
TOTAL		**$12,932**	**$837,068**						**$850,000**

ANNUAL OPERATING IMPACT									

Agenda Item 4.9

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

The City Council will consider proposed changes to the City's current Personnel System. The proposed adjustments are based on the need to revise the City's Classification Plan and Salary Plan for Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the following: 1) Resolution Amending the Classification Plan; 2) Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules; 3) Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service; 4) Resolution Amending the Benefit Plan; and 5) Resolution Amending the Management Positions Exempt from Competitive Service Resolution and Prescribing Leave Benefits for the Designated Positions.

FINANCIAL IMPACT:

There is no budgetary impact from the proposed changes as the cost-of-living increases were approved in the Fiscal Year 2023-24 operating budget on May 16, 2023.

DESCRIPTION:

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

Classification Plan
Pursuant to the City's Personnel System Rules, a job description must be adopted for each classification in the organization. The job description typically includes key elements, knowledge,

skills, abilities, and requirements of the position. The job descriptions make up the City's Classification Plan.

Attachment 1 includes the following amendments:

- Updating the Classification Plan by eliminating the classification of Heritage & Cultural Arts Manager, re-titling Recreation Manager to Parks & Community Services Manager and updating the job specification. By broadening the job specification and title to encompass all programmatic areas within Parks and Community Services, the Parks & Community Services Director will have more flexibility in assigning areas of responsibilities within the Department as the new Cultural Arts Center opens early next year.

- Updating the titles of Administrative Services Director/Director of Finance and Assistant Administrative Service Director/Budget to Finance Director and Assistant Finance Director, respectively. Changing the titles to Finance more accurately represents the responsibilities of these positions and aligns with the department name change in the FY 2023-24 Budget.

- Adding the Deputy City Manager to the Classification Plan. This classification request addresses the City Council's strategic priorities, such those related to implementation of the Downtown Preferred Vision, as well as items of major economic and financial importance to the City. This position would report to the City Manager.

Salary Plan

Included in the City's Personnel System are Resolutions that address salary ranges for City personnel. Attachments 6 and 7 propose establishing salary ranges for FY 2023-24 to reflect the approved 3.5% cost-of-living increase that was approved at the May 16, 2023, Council Meeting.

Benefit Plan

Attachment 8 amends the Benefit Plan, allowing the Deputy City Manager position to be eligible for the City's car allowance of $190.00 per month. Finally, Attachment 9 prescribes specific leave benefits and designates the Deputy City Manager as management and exempt from the City's competitive service system.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the Classification Plan

2) Exhibit A to the Resolution – Parks & Community Services Manager Job Specification (Redline Version)
3) Exhibit B to the Resolution – Finance Director Job Specification (Redline Version)
4) Exhibit C to the Resolution – Assistant Finance Director Job Specification (Redline Version)
5) Exhibit D to the Resolution – Deputy City Manager Job Specification
6) Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules
7) Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
8) Resolution Amending the Benefit Plan
9) Resolution Amending the Management Positions Exempt from Competitive Service Resolution and Prescribing Leave Benefits for the Designated Positions

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE CLASSIFICATION PLAN

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

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

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be further amended to delete the following job descriptions:

Heritage & Cultural Arts Manager

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be further amended to change the titles of the following job descriptions:

Recreation Manager to Parks & Community Services Manager (Exhibit A)
Administrative Services/Finance Director to Finance Director (Exhibit B)
Assistant Administrative Services/Finance Director to Assistant Finance Director (Exhibit C)

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be amended to include the following position:

Deputy City Manager (Exhibit D)

BE IT FURTHER RESOLVED that this document shall become a part of the official Classification Plan for the City of Dublin; and that the changes contained herein shall be effective June 20, 2023.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

20~~17~~23

Date Adopted: ~~December~~ June ~~19~~20,

Date Revised: _____

Title: ~~**Recreation Manager**~~**PARKS AND COMMUNITY SERVICES MANAGER**

FLSA: **EXEMPT/AT-WILL/MANAGEMENT**

General Purpose:

Under the direction of the Parks and Community Services Director, plans, directs, coordinates, and supervises activities and ~~Recreation Division~~ programs that may include: revenue generation, special interest classes, youth programs; senior citizens; league sports; aquatics;~~,~~ facility and rental management; contract management; administrative functions; arts education programs; special events, and special programs as assigned.~~–~~ Duties include extensive work with other departments, agencies, and the community requiring problem solving, creativity, commitment, tact, and discretion.~~–~~ This position functions as a member of the Parks and Community Services Department management team in Departmental policy development, administrative planning and addressing ~~of~~ Departmental problems, budget development, personnel recruitment~~;~~, and ~~does~~ related work as required.

Distinguishing Characteristics:

The ~~Recreation~~ Parks and Community Services Manager is a management position responsible for directing, supervising, and participating in the activities of the ~~Recreation Division~~Department; provides direct and indirect supervision and management of professional, technical, contract, and clerical staff; provides highly responsible and complex staff assistance to the Parks and Community Services Director. Incumbents in this classification have a broad range of independence within policy and procedural limitations and work under minimal supervision. The incumbent is accountable to the Department Director for the effective supervision of personnel and the quality and efficiency of services directed. While the general parameters of the job are defined, the employee is expected to select and put into effect work procedures and practices which will lead to the effective and efficient accomplishment of Department goals. Recommendations on the improvement of ~~Division~~ Departmental activities are expected.

Essential Duties and Responsibilities:

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

Plans, organizes, directs, and coordinates Parks and Community Services~~/Recreation Division~~ activities; plans, formulates, and implements program plans for ~~recreational~~ activities, including ~~the effective use of a wide variety of recreational areas, facilities and equipment~~using various recreational areas, facilities, city-wide special events, and equipment effectively.

Establishes general approaches to ~~be used in carrying~~carry out projects and determines priorities; reviews activity reports and periodically checks work in progress and upon completion to ensure compliance with policy, standards, and directions; resolves operational and personnel problems, which ~~cannot be handled by lower level supervisors~~lower-level supervisors cannot handle.

Negotiates and implements agreements related to City public art projects and art projects required of private developers.

Advises and serves as the contact point for private sector public art projects; manages consultant agreements; coordinates public art projects with other City Departments and artists.

Investigates public complaints and requests related to functions supervised and make~~s~~ determinations on action to be taken.

Prepares recommendations on budgetary needs ~~as related to personnel, equipment and material, including related justifications; administers the Division budget including the approval and control of expenditures; develops long range plans and objectives for Division; conducts a continuing review of activities for purposes of detecting problem areas and increasing~~related to personnel, equipment and material, including related justifications; administers the Departmental budget, including the approval and control of expenditures; develops long-range plans and objectives for the Department; conducts a continuing review of activities to detect problem areas and increase efficiency.

Evaluates ~~Division~~ Departmental staffing arrangements, staffing levels, and ~~and~~ work assignments and makes necessary recommendations to Department Director; set~~s~~ performance standards for ~~Division~~ staff and evaluates performance; submits hiring recommendations for ~~Division~~ staff to the Department Director.

Reviews and makes recommendations regarding construction plans for facilities regarding program usage; monitors and manages projects; conducts periodic and special community meetings seeking public involvement in planning projects and other related activities as required.

Provides information about the Department to local groups, agencies, and organizations; provides information for press releases; oversees production of educational and promotional materials, catalogs, or programs; makes presentations and lectures to local groups and agencies to gather support and encourage community participation.

Coordinates activities ~~of the Division~~ with City staff, contractors, and outside agencies; negotiates and implements concessionaire, joint use, and license agreements with commercial service providers, community organizations, and other public agencies.

Represents the City in meetings of the City Council, City Commissions/Committees, and community groups; prepares and presents oral and written reports; develops agendas and staffs various Department committees.

Minimum Qualifications:

Knowledge of:

Principles, practices, methods, and materials for municipal recreation programs, administration, and activities.

Methods and techniques of evaluating recreational program needs and effectiveness.

Methods and techniques of coordinating facilities maintenance.

Supervisory principles and methods~~, including goal setting, budget preparation and administration~~ include goal setting, budget preparation, administration, and employee supervision.

Thorough knowledge of ~~of the~~ facilities, arrangements, resources, ~~and equipment~~equipment, and safety practices necessary to administer broad recreational programs.

Working knowledge of human behavior and psychology ~~as applied to the various groups, which participate~~is applied to the various groups participating in recreational activities.

Customer service techniques.

Federal, state, and local laws, regulations, and court decisions as applicable to assigned areas of responsibility.

Ability To:

Develop, implement, and oversee all ~~recreation~~ programs for the City.

Plan, coordinate, and oversee ~~recreation~~ programs.

Plan, organize, assign, direct, review and evaluate comprehensive municipal recreation programs and activities.

Address large and small groups of people.

Select, train, motivate, and evaluate assigned staff; develop, implement, and interpret policies, procedures, goals, objectives, and work standards.

Analyze problems, evaluate alternatives, and make creative recommendations.

Establish and maintain effective working relationships with those contacted in the course of the work.

Operate office equipment, including computers and supporting word processing and spreadsheet applications.

Represent the City effectively in meetings with others; ~~and~~ maintain accurate records and prepare clear and concise reports, meeting agendas, and correspondence.

Physical Standards:

The physical standard~~ described are representative of~~s described represent those that ~~must be met by employees~~employees must meet to ~~successfully perform the essential functions of this~~

~~class~~perform the essential functions of this class successfully.~~-~~ Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit for long periods ~~of time~~; talk or hear, in person, in meetings, and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee ~~is frequently required to~~must frequently~~,~~ bend and twist to reach files, walk, stand, and run while participating in recreational programs, activities, ~~–~~or special events. While performing duties, the employee is regularly required to use written and oral communication skills; analyze community service budgets and technical reports; read and interpret complex data, staff reports, information, and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees, and the public.

The ~~employee's~~ employee's working hours may emphasize either outdoor or indoor work. There may be some light physical work or activity in the operation of recreational programs, and handling of event supplies and/or equipment. The ~~employee's~~ employee's work hours may vary ~~in accordance with the program being~~according to the program offered.

Training and Experience:

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

Education: Equivalent to a ~~Bachelors degree from an accredited four year college or university with specialization~~Bachelor's degree from an accredited four-year college or university specializing in recreation administration, leisure studies, business administration, or a related field.

Experience: Four (4) years of responsible recreation experience supervising ~~a variety of~~various leisure ~~time~~ and recreational programs and ~~one~~ two (2) years of administrative and/or lead supervisory experience.

Licenses; Certificates; Special Requirements:

This classification is designated as a Mandatory Reporter; Completion of Mandatory Reporter training is required within one month of employment.

Possession of a valid California Class C driver's~~'~~ license and Certificate of Automobile Insurance for Personal Liability.

Date Adopted: 04/04/1986
Date Revised: 11/04/2008; 10/6/2020; 6/20/2023

Title: ~~**Administrative Services Director/**~~**Finance Director** ~~**of Finance**~~

FLSA: **At-Will/Exempt/Designated Management**

General Purpose:

To direct, plan, organize, and administer the activities and operations of the Finance~~Administrative Services~~ Department, which is comprised of the Finance / Accounting Division including management of the City's Treasury function; ~~and Risk Management Division;~~ to coordinate department activities with other City departments and outside agencies; and to provide highly responsible and complex administrative assistance to the City Manager.

Distinguishing Characteristics:

This is an Executive Management/Department Head class with full responsibility for the management of multiple function service delivery areas within the City. Reports to and receives direction from the City Manager or designee. Employees at this level receive administrative direction from the City Manager or designee in terms of goals. Department Head positions are reviewed in terms of results.

Supervision Received/Exercised:

Receives general direction from the City Manager's Office. Exercises administration, management, and supervision of the Department, including through secondary supervisors assigned to the Department.

Essential Duties and Responsibilities:

Develop, plan and implement department goals and objectives; develop and administer policies and procedures.

Plan and direct the activities of ~~an~~ the Finance~~Administrative Service~~ Department; supervise and coordinate department activities with those of other departments and outside agencies and organizations.

Provide administrative assistance to the City Manager; prepare and present reports to the City Council and various committees and commissions regarding the City's fiscal, treasury and budget practices, policies, and procedures.

~~Direct and manage the City's Risk Management Division including contracts administration, Claims Against the City, general liability/property Insurance programs, Vicious Dog Hearings, and participation in PLAN JPA the City's risk pool authority.. .~~

Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Serve as City Treasurer pursuant to local ordinances, budget officer and financial advisor overseeing financial forecasting, investment management, and related financial activities.

This position shall be designated as the Finance Director to perform statutory duties as may be stated in the California Government Code and / or the City of Dublin Municipal Code Chapter 2.10.

Under direction of the City Manager, prepare and coordinate the citywide operating and capital improvement budgets.

Direct and oversee the analysis and reports regarding the City's current and future financial needs.

Develop and administer the Department's budget; forecast additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.

Select, train, supervise, evaluate, and discipline personnel; provide or coordinate staff training.

Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees providing technical assistance as necessary.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Review and interpret applicable government regulations and requirements.

Research and prepare administrative reports and studies; prepare written correspondence as necessary.

Direct the negotiation and execution of a variety of contracts and agreements; participate in negotiations with developers for the development and construction of City facilities and other private/public projects.

Receive and review reports from staff members and take appropriate action.

Attend professional workshops, seminars and conferences.

Perform related duties as assigned.

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

Minimum Qualifications:

Knowledge of:

Principles and practices associated with municipal administration, including fiscal, information systems and office management.

Principles and practices of municipal finance, budget preparation and administration.

Principles practices and techniques of public administration, with an emphasis in municipal finance.

Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles and practices of organization, administration, supervision and personnel management.

Principles and practices of statistical research methods and forecasting fees and charges.

Principles of supervision, training and performance evaluation.

Principles of community and public relations.

Customer service techniques and public speaking.

Ability To:

Plan, direct and control the administration and operations of a department.

Develop and implement department policies and procedures.

Gain cooperation through discussion and persuasion.

Successfully develop, control and administer department budget and expenditures.

Analyze problems; identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Identify and respond to public, City Council and commission/committee issues and concerns.

Interpret and apply City, Federal, State and local policies, procedures, rules and regulations.

Communicate clearly and concisely, orally and in writing.

Supervise, train and evaluate assigned personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

Physical Standards:

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

An employee is regularly required to sit at desk and in meetings for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. Intermittently, twist to reach equipment surrounding desk; walk to observe department activities; bend and squat to perform file searches; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; operate an automobile to attend various meetings and workshops. While performing duties, the employee is regularly required to use written and oral communication skills; analyze community service, budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve community service issues; remember personnel rules, legal and code requirements; and explain and interpret codes, policies and procedures; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

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

Education: Graduation for an accredited college or university with a bachelor's degree in finance, public or business administration or a related field. A Master's degree is preferred.

Experience: Six (6) years of professional and responsible experience in municipal finance management or municipal administration, including at least three (3) years in a supervisory capacity.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C drivers' license, and Certificate of Automobile Insurance for Personal Liability.

Date Adopted: June 4, 2013
Date Revised: June 20, 2023

Title: **Assistant Finance~~Administrative Services~~ Director~~/Budget~~**

FLSA: **Exempt/Management/At-Will**

General Purpose:

Under administrative direction of the ~~Administrative Services Director/~~Director of Finance, assists in directing, planning, organizing and administering the activities of all program areas within the ~~Administrative Services~~ Finance Department; coordinates Division activities; provides highly responsible and complex administrative assistance and support to the Director. This position functions as a member of the Finance~~Administrative Services~~ management team in Departmental policy development, administrative planning and addressing of Departmental problems, budget development, and personnel recruitment. Serves as Acting ~~Administrative Services/~~Director of Finance in the absence of the Director; and does related work as required.

Distinguishing Characteristics:

The Assistant Finance Director ~~of Administrative Services/Budget~~ is a management position responsible for formulating policy, developing goals and objectives, supervising staff, and developing and administering City-wide budgets. Incumbents in this classification have a broad range of independence within policy and procedural limitations and work under minimal supervision. The incumbent is accountable to the Department Director for the effective management of personnel and the quality and efficiency of services directed. While the general parameters of the job are defined, the employee is expected to select and put into effect work procedures and practices which will lead to the effective and efficient accomplishment of Department goals. Recommendations on the improvement of Division activities are expected. The Assistant Finance Director ~~of Administrative Services/Budget~~ provides direct supervision and management to professional, technical, contract and clerical staff in the Finance ~~Administrative Services~~ Department.

This classification is distinguished from the ~~Administrative Services Director/~~Director of Finance who serves as the Department Head of the entire Department.

Supervision Exercised:

Direct supervision and supervision through secondary supervisors is provided to personnel assigned to the assigned Division.

Essential Duties and Responsibilities:

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

Working closely with the City Manager, Assistant City Manager and ~~Administrative Services~~ Finance Director, directs the preparation of city-wide operating budgets; provides procedures, requirements, instructions, and schedules for budget input and preparation; directs and implements modifications to budget, payroll, position control, and financial systems; participates on city-wide task forces and is primary lead of the Budget Review Team.

Prepares and coordinates a five-year fiscal forecast and financial plan for operating departments, general fund, special revenue funds, internal service funds, capital project funds, and other agency funds.

Prepares city-wide summary of fund balance by fund and five-year citywide summary of expenditures and revenue by fund.

Prepares customized financial management reports; recommends corrective actions for resolution of budget performance issues.

Develops and balances a position control system that provides salary and benefit cost analysis information for all personnel; incorporates position control into budget documents and projects impacts on the five-year financial plan.

Recommends change to departmental policies and procedures, systems, and standards; participates in organization, staffing, and related management activities.

Oversees program staff during budget preparation; establishes work priorities and schedules; negotiates, schedules, and monitors contracted services.

Consult with Department Directors regarding budget issues and provides training in budget development procedures.

Reviews and approves expenditures within budget guidelines.

Monitors financial data collection systems.

Promotes the City's Mission to make Dublin a City of the highest quality by providing responsive, cost-effective, and innovative government services; understands and subscribes to the Mission, Vision and Values Statement adopted by the City Council.

Establish procedures for budget control, transfers and revisions; prepare budget preparation procedures, schedules, forms and instructions for management use in budget processes.

Oversees the preparation and coordination of grant applications; obtain and calculate information and data necessary to accurately and effectively apply.

Administer financial aspects of contracts and grant programs; prepare reports and claims for grant programs; maintain records and monitor regulations, requirements, and reporting procedures necessary for the continuation of monetary disbursements; initiate necessary correspondence and change orders.

Coordinate department operating budgets; provide information, analysis and financial policy consultation services for departments related to budget preparation activities and other fiscal issues.

Conduct audits of financial records and procedures; audit accounts, projects, procedures, grants, contracts, departmental budgets and balance sheet accounts; recommend corrective action as appropriate.

Maintains and controls the adopted budget; review departmental and other assigned budgets; recommend mid-year adjustments and approaches to balancing budgets.

Coordinate assigned activities with other City departments, divisions and sections, and with other employees.

Participate in budget hearings; advertise hearings; prepare materials, charts and graphics for budget hearings and workshops.

Participate in the establishment of computer budget file; consult with information systems personnel to accomplish needed changes in systems and programs.

Prepare financial and budget related reports and analyses; perform special studies and analysis as required.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge Of:

Principles and practices of finance, investment and cash management, budget, and public accounting including business administration, program development, implementation, and management in a municipal setting;

Public agency budgetary, contract administration, administrative practices, and general principles of risk management related to the functions of the assigned area;

Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration;

Applicable Federal, State, and local laws, codes, and regulations;

Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures;

Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research, record keeping and reporting methods, techniques, and procedures;

Modern office practices, methods, and computer equipment;

Computerized financial systems;

Customer service techniques.

Ability To:

Assist in preparing and administering large and complex budgets; allocate limited resources in a cost effective manner;

Communicate effectively with City staff, the public, and contractors, including preparing/presenting financial reports;

Analyze complex and sensitive funding and performance issues and negotiate resolutions;

Select, train, motivate, and evaluate the work of staff and train staff in work procedures;

Research, analyze, and evaluate new service delivery methods, procedures, and techniques;

Effectively administer special projects with contractual agreements and ensure compliance with stipulations;

Prepare clear and concise reports, correspondence, policies, procedures, and other written materials;

Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports;

Establish and maintain a variety of filing, record keeping, and tracking systems;

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines;

Operate modern office equipment including computer equipment and specialized software applications programs;

Comprehend and use English effectively including producing all forms of communication in a clear, concise, and understandable manner to intended audiences;

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines;

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Physical Standards:

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

An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to, bend and twist to reach files, walk and stand. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

Education: Possession of a Bachelor's Degree in Public or Business Administration, Accounting, or a related field. Master's Degree in Public or Business Administration, Accounting or a related field is desirable.

Experience: Five (5) years of increasingly responsible experience in municipal budgeting, finance or accounting, including two (2) years of supervisory responsibility.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C drivers' license and Certificate of Automobile Insurance for Personal Liability.

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

Date Adopted: June 20, 2023
Date Revised:

Title: **Deputy City Manager**

FLSA: **At-Will; Exempt; Designated Management**

General Purpose:

Under administrative direction, plans, organizes, coordinates and directs one or several major functional areas at a department head level; provides policy guidance and coordinates the activities of assigned divisions and services; fosters cooperative working relationships with civic groups, inter-governmental agencies and City staff; performs related work as assigned.

Distinguishing Characteristics:

In addition to assisting the City Manager in varied administrative areas, this single position class has department head level responsibility for overall policy development, program planning, fiscal management, administration and operation of an assigned department and/or assigned functional areas. The emphasis is upon the overall administrative skill of the incumbent. The incumbent is responsible for accomplishing departmental goals and objectives and for furthering City goals and objectives within general policy guidelines. This class is distinguished from City Manager in that the latter has full administrative responsibility for City operations and functions.

Supervision Received and Exercised:

Receives immediate supervision from the City Manager. Exercises direct or indirect supervision over, managerial, professional, technical and clerical personnel, as appropriate.

Essential Duties and Responsibilities:

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

Plans, organizes, coordinates, and directs through subordinate managers the work of an assigned department(s).

Develops and directs the implementation of goals, objectives, policies, procedures and work standards for assigned department(s).

Works closely with the City Manager, City Council, other City departments, a variety of public and private organizations, and citizen groups in developing programs and implementing projects to solve problems related to area of assignment.

Advises the City Manager and City Council on related issues and programs.

As assigned, either personally or through others, undertakes a variety of special studies and projects.

Prepares and recommends long range plans for City services and programs.

Develops specific proposals for action on current and future City needs.

Makes final interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance.

Directs the preparation and administration of the annual budget for the department.

Represents the City and works closely with citizen boards and commissions and public and private officials to provide technical assistance, directly or through subordinate staff.

Coordinates the preparation of a wide variety of reports or presentations for City management or outside agencies; directs the selection, supervision and the work evaluation of departmental personnel.

Directs the development of management systems, procedures and standards for program evaluation.

Monitors developments related to delegated service area; evaluates their impact on City operations.

Implements policy and procedure improvements.

Performs related duties as assigned.

Minimum Qualifications:

Knowledge of:

Principles, practices and program areas related to the organizational and service areas managed.

Applicable legal guidelines and standards affecting the administration of delegated program areas.

Principles and practices of budget development and administration.

Principles and practices of leadership, motivation, team building and conflict resolution.

Funding sources impacting program and service development.

Social, political and environmental issues influencing program administration Principles and practices of contract administration and evaluation.

Ability to:

Plan, organize, administer and coordinate a variety of large and complex City services and programs.

Provide management direction in assigned area of responsibility.

Analyze and solve complex problems involving multi-agency cooperation.

Resolve conflict, develop consensus.

Interpret and apply complex rules, regulations, laws and ordinances.

Select, motivate and evaluate staff and provide for their training and professional development.

Develop and implement goals, objectives, policies, procedures, work standards and internal controls.

Prepare clear and concise reports, correspondence and other written materials.

Establish and maintain cooperative working relationships with a variety of citizens, public and private organizations, boards and commissions, and City staff.

Exercise sound, independent judgment within general policy guidelines.

Work well under pressure of deadlines.

Provide exceptional customer service; and exemplify an enthusiastic, resourceful, and effective service attitude with the public and co-workers.

Physical Standards:

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

An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to, bend and twist to reach files, walk and stand, and occasionally lift up to 20 pounds. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

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

Education: A Bachelor's degree from an accredited college or university with major course work in business or public administration, economics, urban planning or a field specifically related to the work. A Master's degree is desirable. A Master's degree in public or business administration is desirable.

Experience: Five (5) years of increasingly responsible experience in administrative management, preferably in municipal government.

Licenses; Certificates; Special Requirements:

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

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR FULL-TIME PERSONNEL IN ACCORDANCE WITH THE PERSONNEL RULES

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 72-22 and subsequent amendments which establish a Salary Plan for full-time personnel in accordance with the Personnel System Rules.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules.

BE IT FURTHER RESOLVED that any previous enacted salary provisions contained in Resolution No. 72-22 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

Employees covered under this Section shall be paid a monthly salary within the following ranges with the exclusion of any Performance Pay Adjustment granted in accordance with the Personnel System Rules. In the event that it is deemed by the City Manager to be in the best interest of the City, temporary appointment of no more than 6 months, where the work assignments are such that they can be completed with less than a 40-hour week, may be approved based upon hourly rates. The total salary paid for such work shall not be less than the "salary test" required for exception under the FLSA.

	Monthly Minimum	Monthly Maximum
Accountant	$ 9,355	$ 11,696
Assistant Civil Engineer	$ 9,518	$ 11,897
Associate Civil Engineer	$ 11,070	$ 13,838
Associate Planner	$ 9,355	$ 11,696
Budget Analyst	$ 10,300	$ 12,875
Deputy City Clerk	$ 8,071	$ 10,088
Environmental Coordinator	$ 8,955	$ 11,196
Executive Aide	$ 8,071	$ 10,088
Financial Analyst	$ 10,300	$ 12,875
Geographic Information Systems (GIS) Coordinator	$ 8,955	$ 11,196
Housing Specialist	$ 10,300	$ 12,875
Maintenance Coordinator	$ 8,955	$ 11,197
Management Analyst II	$ 8,955	$ 11,196

Network Systems Coordinator	$ 8,955	$ 11,196
Parks & Facilities Development Coordinator	$ 9,355	$ 11,696
Plans Examiner II	$ 8,955	$ 11,196
Recreation Supervisor	$ 9,134	$ 11,416
Senior Accountant	$ 10,300	$ 12,875
Senior Civil Engineer	$ 12,403	$ 15,503
Senior Management Analyst	$ 10,300	$ 12,875
Senior Planner	$ 10,661	$ 13,327

SECTION B: REGULAR EMPLOYEES COVERED BY OVERTIME PROVISIONS OF THE FLSA.

Employees covered under this Section shall be paid hourly wages within the following ranges with the exclusion of any Performance pay Adjustments granted in accordance with the Personnel System Rules. The monthly salaries are show for informational purposes only.

	Hourly Minimum	Hourly Maximum	Monthly Minimum	Monthly Maximum
Administrative Aide	$ 44.3326	$ 55.4265	$ 7,684	$ 9,607
Administrative Technician	$ 40.3083	$ 50.3799	$ 6,987	$ 8,733
Assistant Planner	$ 47.7986	$ 59.7337	$ 8,285	$ 10,354
Audio-Video Specialist	$ 46.8559	$ 58.5590	$ 8,122	$ 10,150
Code Enforcement Officer	$ 43.0129	$ 53.7661	$ 7,456	$ 9,319
Environmental Technician	$ 44.7676	$ 55.9849	$ 7,760	$ 9,704
Finance Technician I	$ 33.8765	$ 42.3458	$ 5,872	$ 7,340
Finance Technician II	$ 37.6544	$ 47.0516	$ 6,527	$ 8,156
Graphic Design & Comm Coordinator	$ 44.7676	$ 55.9849	$ 7,760	$ 9,704
Information Systems Specialist	$ 46.8559	$ 58.5590	$ 8,122	$ 10,150
Information Systems Technician I	$ 38.6695	$ 48.3424	$ 6,703	$ 8,379
Information Systems Technician II	$ 42.9694	$ 53.7154	$ 7,448	$ 9,311
Management Analyst I	$ 46.5077	$ 58.1240	$ 8,061	$ 10,075
Office Assistant I	$ 28.6703	$ 35.8415	$ 4,970	$ 6,213
Office Assistant II	$ 31.8608	$ 39.8225	$ 5,523	$ 6,903
Permit Technician	$ 40.3083	$ 50.3799	$ 6,987	$ 8,733
Plans Examiner I	$ 46.8559	$ 58.5591	$ 8,122	$ 10,150
Public Works Inspector	$ 49.2125	$ 61.5102	$ 8,530	$ 10,662
Public Works Technician I	$ 42.5923	$ 53.2368	$ 7,383	$ 9,228
Public Works Technician II	$ 46.8559	$ 58.5590	$ 8,122	$ 10,150
Recreation Coordinator	$ 44.7676	$ 55.9849	$ 7,760	$ 9,704
Recreation Technician	$ 40.3083	$ 50.3799	$ 6,987	$ 8,733
Senior Code Enforcement Officer	$ 47.7986	$ 59.7337	$ 8,285	$ 10,354
Senior Finance Technician	$ 42.9694	$ 53.7154	$ 7,448	$ 9,311
Senior Office Assistant	$ 35.0441	$ 43.8033	$ 6,074	$ 7,593
Senior Public Works Inspector	$ 54.1338	$ 67.6612	$ 9,383	$ 11,728

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2023.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 73-22 and subsequent amendments which establish a Salary Plan for full-time management positions exempt from competitive service in accordance with the Personnel System Rules.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules.

BE IT FURTHER RESOLVED that any previous enacted salary provisions contained in Resolution No. 73-22 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

	Monthly Minimum	Monthly Maximum
Assistant City Manager	$ 18,125	$ 22,653
Assistant Community Development Director	$ 13,223	$ 16,529
Assistant Finance Director	$ 13,223	$ 16,529
Assistant Parks & Community Services Director	$ 13,223	$ 16,529
Assistant Public Works Director/City Engineer	$ 14,080	$ 17,601
Assistant to the City Manager	$ 12,072	$ 15,090
Capital Improvement Program Manager	$ 13,079	$ 16,348
Chief Building Official	$ 13,079	$ 16,348
Chief Information Security Officer	$ 13,223	$ 16,529
City Clerk	$ 11,845	$ 14,805
City Manager		$ 28,586
Communications Manager	$ 12,072	$ 15,090
Community Development Director	$ 16,334	$ 20,419
Deputy City Manager	$ 16,211	$ 20,264
Economic Development Director	$ 15,180	$ 18,976
Environmental & Sustainability Manager	$ 12,072	$ 15,090
Finance Director	$ 16,844	$ 21,056
Human Resources Director	$ 15,180	$ 18,976
Human Resources Manager	$ 12,072	$ 15,090
Information Systems Manager	$ 12,072	$ 15,090
Parks & Community Services Director	$ 16,585	$ 20,729

Parks & Community Services Manager	$	12,072	$	15,090
Plan Check Engineer	$	12,072	$	15,090
Planning Manager	$	12,808	$	16,011
Principal Planner	$	12,072	$	15,090
Public Works Director/Assistant City Engineer	$	16,211	$	20,264
Public Works Manager	$	12,072	$	15,090
Public Works Transportation and Ops Manager	$	13,079	$	16,348
Special Projects Manager	$	12,072	$	15,090

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2023.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE BENEFIT PLAN

WHEREAS, the City Council has adopted a Personnel Ordinance in which Section 2.20.040 E of the Ordinance exempts Department Heads and other Management Positions from Competitive Service; and

WHEREAS, in accordance with the City's Personnel Ordinance, the City Council adopted Resolution No. 61-20 and subsequent Resolutions which establishes Management Positions and defines benefits for those positions; and

WHEREAS, it is necessary to periodically update the Benefit Plan to reflect new benefit updates.

NOW, THEREFORE, BE IT RESOLVED that the position of Deputy City Manager shall be added to the list of Management Positions eligible for a monthly car allowance as provided in Section 18 of Resolution 61-20:

Section 18. Car Allowance and Mileage Reimbursement: The following positions shall be eligible to receive the designated monthly allowance. The receipt of the car allowance pursuant to this section shall be full compensation for all operating costs excluding tolls, parking fees and out of area travel.

a. Management Positions Receiving Monthly Allowance

Eligible Positions	Monthly Allowance
Deputy City Manager	$190

BE IT FURTHER RESOLVED that the changes contained herein shall be effective June 20, 2023.

{Signatures on following page}

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

RESOLUTION AMENDING THE MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE RESOLUTION AND PRESCRIBING LEAVE BENEFITS FOR THE DESIGNATED POSITIONS

WHEREAS, the City Council has adopted a Personnel Ordinance in which Section 2.20.040 E of the Ordinance exempts Department Heads and other Management Positions from Competitive Service; and

WHEREAS, in accordance with the City's Personnel Ordinance, the City Council adopted Resolution No. 110-15 which establishes Management Positions and defines benefits for those positions; and

WHEREAS, it is necessary to periodically update the resolution to reflect new classifications.

NOW, THEREFORE, BE IT RESOLVED that the following positions shall be added to the list of Management Positions under the City's Personnel Ordinance and shall be granted benefits in accordance with City Resolution 110-15:

Deputy City Manager

BE IT FURTHER RESOLVED that the changes contained herein shall be effective June 20, 2023.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Introduction of an Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code to reflect new parkland dedication categories and updated census numbers concerning the number of persons per dwelling unit.

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

At the May 2 meeting, the City Council received an overview of the City's Public Facilities Fee (PFF) update currently underway. The PFF funds the construction of certain public facilities needed to mitigate the impacts caused by future development. The update to the PFF will adjust impact fee rates using the most recent census data, land values, and construction costs. The May 2 Staff Report is provided as Attachment 2.

During the meeting, Staff discussed issues surrounding incorporating the new data into the PFF and meeting park acreage requirements as currently reflected Dublin Municipal Code (DMC) Chapter 9.28.040. In summary, because of the new population data from the US Census and the Housing Element, the City will have a deficit of parkland of close to 50 acres (a significant increase from the 2017 report's deficit of 21 acres), the majority of which is in the active community parkland category. Because there is virtually no land left for active community parks in Dublin, the City will be unable to meet this objective.

To remedy this, Staff proposed shifting the acreage requirement from Community Parkland to Nature Community Parkland, so that the remaining deficit can be solved with the addition of nature parks. This would require an amendment to the DMC to reflect a decrease in Community Parkland acreage by 0.6 acre, and a corresponding increase in Nature Community Parkland, as shown in the table below and as reflected in the proposed Ordinance (Attachment 1). The City Council agreed with Staff's approach.

Table 1. Park Acreage Breakdown, Existing vs. Proposed

	Required Acres per 1,000 People:	
Parkland Category	**Existing**	**Proposed**
Neighborhood Parkland	1.7	1.7
Community Parkland	3.0	2.4
Nature Community Parkland	0.3	0.9

In addition, Staff has further amended DMC Chapter 9.28.040 to incorporate data from the 2020 Census related to the number of people assigned to dwelling units in the City and has consolidated them into an average number for all types of units, versus distinguishing single-family and multi-family categories. All dwelling units are now assigned 2.70 people (formerly 3.08 for single-family and 1.88 for multi-family).

The update to the PFF will be brought to the City Council at a future meeting date, along with the second reading of the Ordinance amending the DMC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
2) Staff Report of May 2, 2023

ORDINANCE NO. XX – 23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 9.28 (DEDICATION OF LANDS FOR PARK AND RECREATION PURPOSES) OF THE DUBLIN MUNICIPAL CODE

WHEREAS, in order to implement the goals and objectives of the City of Dublin's ("City") general plan, the City's various Specific Plans, including but not limited to the Eastern Dublin Specific Plan, Downtown Dublin Specific Plan, Dublin Crossing Specific Plan, etc., and the Parks and Recreation Master Plan, and to mitigate the impacts caused by future development in the City, certain public facilities must be constructed; and

WHEREAS, the City Council has determined that a public facilities fee is needed to finance these public facilities and to pay for each development's fair share of the construction and acquisition costs of these improvements; and

WHEREAS, Dublin Municipal Code (DMC) Section 9.28 requires that each subdivider of the land classified by the Zoning Ordinance for residential use shall dedicate or reserve lands, pay fees in lieu thereof, or a combination of both, for neighborhood and community park or recreational purposes; and

WHEREAS, following review of the DMC, it was determined that the amendments contained in this Ordinance were appropriate.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 9.28.040 is amended to read as follows (additions shown in *italics* and deletions shown in ~~strikethrough~~):

It is found and determined that the public interest, convenience, health, safety and welfare require that five (5) acres of property for each one thousand (1,000) persons residing within the city be devoted to local park and recreational purposes. The amount of land to be dedicated, or fees to be paid, shall bear a reasonable relationship to the use of the park and recreation facilities by the future inhabitants of the subdivision. The amount of land to be dedicated shall be the amount calculated from the following formula:

LAND = A x B

A. "A" means the park and recreation area required per dwelling unit, based on the type of dwelling units of the proposed subdivision and the park area per one thousand (1,000) people of the city.

1. The park area of the city is determined to be five (5) acres per one thousand (1,000) people, or five-one-thousandths (0.005) acre per person, which is further broken down to ~~three (3)~~ *two and four tenths (2.4)* acres per one thousand (1,000) people for active community parks, ~~three-tenths (0.3)~~ *nine tenths (0.9)* acre per one thousand (1,000) people for natural

community parks, and one and seven-tenths (1.7) acres per one thousand (1,000) people for neighborhood parks.

2. The park and recreation area required per dwelling unit, "A," is established as follows: *Each residential dwelling unit is assigned two and seven tenths (2.7) people.*

~~a. Each single-family dwelling unit is assigned three and eight one-hundredths (3.08) people.~~

~~b. Each other multifamily dwelling unit is assigned one and eighty-eight one-hundredths (1.88) people.~~

~~c. Each senior housing dwelling unit is assigned one and twelve one-hundredths (1.12) people.~~

B. "B" means the number of dwelling units in the proposed subdivision. For the purpose of this section, the number of dwelling units in the proposed subdivision shall be determined as follows: For single-family and townhome subdivisions, the number of dwelling units shall equal the number of lots or parcels created for residential use as indicated on the final map or parcel map. When the subdivision is for other multifamily or senior housing, the number of dwelling units shall equal the maximum number of residential units allowed within the proposed subdivision. For residential condominium projects, the number of dwelling units shall equal the number of condominium units indicated on the final map or parcel map. For planned development projects, the number of dwelling units shall equal the number of dwelling units indicated on the approved planned development plan.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Dublin hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 3. Effective Date. This Ordinance shall take effect and be enforced 60 days after its final adoption.

Section 4. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 8.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **May 2, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Report on the Public Facilities Fee Program
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will receive an overview on the City's Public Facilities Fee Program and on the Program update currently underway. Staff is seeking direction on a recommended change to the Program to satisfy the parkland requirement as the City nears build out.

STAFF RECOMMENDATION:

Receive the report and provide direction Staff's recommended change to the Program to satisfy the parkland requirements.

FINANCIAL IMPACT:

None.

DESCRIPTION:

This Staff Report serves two purposes. First, it provides a general overview of the Public Facilities Fee Program to answer questions about the impact fee, such as what the program is designed to accomplish, how fees are collected, what expenses are eligible, the current fund balance, and project priorities. Second, it presents a potential change for the City Council to consider in order to satisfy parkland requirements.

Overview

What are development impact fees?

Development impact fees are fees charged to developers for the purpose of paying all or a portion of the cost of public facilities needed to serve future residents of the development project. These fees are subject to strict requirements: if they do not relate to the impact created by the development or exceed the reasonable cost of providing the public facility, the fees may be declared a special tax and would then be subject to a two-thirds voter approval. In addition, the

revenues generated from development impact fees may only be used for the purpose for which they were collected.

The City can collect impact fees to fund many types of public facilities. State law defines public facilities (Government Code section 66000(d)) broadly. For example, public facilities can include public improvements such as fire stations, libraries, sewer plants, traffic improvements, and city administrative buildings, but does not include schools.

The City of Dublin collects various impact fees including:

- Public Facilities Fee
- Fire Impact Fee
- Eastern Dublin Transportation Impact Fee
- Western Dublin Transportation Impact Fee
- Dublin Crossing Transportation Fee
- Tri-Valley Transportation Development Fee
- Noise Mitigation Fee
- Freeway Interchange Fee
- Affordable Housing In-Lieu Fee
- Dublin Ranch West Side Storm Drain Benefit District
- Dublin Ranch East Side Storm Drain Benefit District

This report focuses solely on the City's Public Facilities Fee (PFF) Program, which collects fees from new development to build parks, recreational, and administrative facilities within the City of Dublin.

What exactly does the PFF fund?
In 1996, the City of Dublin adopted PFF Program as one means of paying for infrastructure needs resulting from new development. As part of the PFF adoption, the City developed public facilities plans (Parks and Recreation Master Plan, Civic Center Master Plan, Library Master Plan, etc.) for public improvements that are necessary through buildout. The objective is to ensure that adequate public facilities will be available to meet the projected needs of the City as it grows and to further ensure that the facilities planned are consistent with the adopted General Plan.

Currently, the PFF collects funds to support the development of facilities in the following categories: Parks, Civic Center, Library, Community Buildings, and Aquatics. Within the Parks category, the City collects a land acquisition fee and an improvement fee for the following types of parks:

1. Neighborhood Parkland
2. Neighborhood Park Improvements
3. Community Parkland
4. Community Park Improvements
5. Nature Parkland
6. Nature Community Park Improvements

As previously mentioned, various studies and plans provide standards for the amount or size of the facilities the City needs to have available to provide adequate services to the population within the community. For example, the Parks and Recreation Master Plan established a standard that for every 1,000 residents, the City will provide five acres of parkland to provide sufficient recreational and cultural opportunities. The Dublin Municipal Code (Chapter 9.28.040) breaks those five acres per thousand residents into specific needs by category: 1.7 acres for neighborhood parks, three acres for active community parks, and 0.3 acres for nature community parks. To mitigate the cumulative impact, a public facilities fee is charged so that the new development, both residential and commercial, bears its fair share of the increase in service demands on its facilities.

What are PFF eligible expenditures?
As indicated above, different fee categories have been established to mitigate the impact of new development on the City's public facilities. The City can use the fees to design and construct the facilities identified in the program. This includes construction costs; soft costs such as staff time for project management; contract services for design, engineering, testing, etc.; furnishings, fixtures, and equipment; and miscellaneous costs such as printing, legal noticing, etc.

What happens when the City receives the Public Facility Fees?
Funds received under the PFF program are segregated from the General Fund and used solely, as required by State law, for the purposes of acquiring and developing new parks and public facilities. When a developer remits PFF fees to the City, the fees are deposited into the Public Facilities Fund, for which the balance is reported in the City's Annual Comprehensive Financial Report (ACFR). While the fees collected are held in this one fund within the City's accounting system, Staff tracks the receipts and expenditures of fees by fee category (Library, Civic, Neighborhood Park, Community Park, Community Buildings, etc.). This ensures at build-out the City can account for how the fees were spent on the intended facilities.

What has the PFF funded?
Since the adoption of the PFF Program in 1996, the City has acquired and/or improved most of its 267 acres of current parkland using the PFF. A list of total parkland inventory is provided in the table below (parkland already in existence when the PFF was adopted in 1996 are noted with an asterisk).

City Parkland Inventory

Neighborhood Parks	Acres
Alamo Creek Park *	5.30
Bray Commons	4.80
Clover Park	2.00
Cottonwood Creek Park and School	10.08
Devany Square	2.00
Dolan Park *	4.90
Dougherty Hills Dog Park	1.40
Jordan Ranch Park	4.90
Kolb Park *	4.90
Mape Memorial Park *	2.60
Passtempo Park	5.10
Piazza Sorrento	2.00
Postinao Hills Park	4.60
Schaefer Ranch Park	6.30
Sean Diamond Park	5.03
Stagecoach Park *	0.90
Ted Fairfield Park	6.90
Butterfly Knoll Park	1.08
Subtotal	74.79

Community Parks	Acres
Don Biddle Community Park	30.00
Dublin Heritage Park and Museums *	10.00
Dublin Sports Grounds *	22.90
Emerald Glen Park	49.00
Fallon Sports Park	60.10
Shannon Park *	9.60
Subtotal	181.60

Nature Community Parks	
Sunrise Park	10.80
Subtotal	10.80

Total Acres: 267.09

What is the current fund balance in the PFF?
Fiscal Year 2022-23 fund balance in the Program is approximately $101,000 in the negative. At the end of the current Five-Year Capital Improvement Program, the PFF will have a negative fund balance of approximately $2.0 Million. Impact fee funds can run in a deficit position due to a lag between expenditures on projects and collection of development impact fees.

How are PFF project priorities set?
Project priorities are set by the City Council and are adopted as part of the City's Capital Improvement Program (CIP) on an annual basis at a noticed Public Hearing. The CIP includes projects that Staff recommends for funding and shows the timeline for when certain portions of a project will proceed. Importantly, it is a funding program that is designed to be self-sustaining and separate from the City's other sources of revenue.

What are the City's current spending priorities in the PFF?
The current Five-Year CIP includes the following improvements:

- Cultural Arts Center - The project started demolition in November 2022 with completion of construction anticipated in mid-2024.

- Library Tenant Improvements – Staff is in the process of surveying residents on the uses of the expanded space and will engage with a design firm later in 2023.
- Fallon Sports Park Phase 3 – The project is anticipated to be entirely completed in spring/summer 2023.
- Downtown Dublin Town Square Park – The planning phase will begin in 2023.
- Jordan Ranch Neighborhood Square – Construction is anticipated to begin in 2024.
- Wallis Ranch Community Park – Construction is anticipated to begin summer 2023.
- Iron Horse Nature Park and Open Space - Construction of the first phase is anticipated to begin in summer 2023.

What are the future, remaining PFF projects not included in the Five-Year GIP?
The following projects funded by the PFF are currently planned for outside the 2022-2027 CIP:

- Jordan Ranch Community Park (GH PAC Vest) – 7.2 acres
- Croak North – 5.0 acres
- Croak South – 6.0 acres
- Dublin Crossing Neighborhood School Site – 5.0 acres
- SCS Linear Park – 2.5 acres
- Emerald Glen Park Phase 2 – Facility estimated at $17.6 million

In addition to those identified projects listed above, according to the 2017 Public Facility Fee Program, the City would need additional parkland acquisition of 21 acres to meet the City's overall acreage requirement. This will change with the update to the PFF, which will account for an increase in population and land and improvement costs.

Will the General Fund need to loan funds to or subsidize the Program in the future?
Yes. The City adopted its first fee program in 2003 and didn't adopt another comprehensive fee update until 2015. During that period, the City did not generate sufficient revenues to fully fund facilities to serve new development. With the 2017 update, the City's General Fund will need to subsidize the Program with approximately $6.7 million. Based on the 2023 update currently underway, that number will double.

In terms of loaning funds to the Program, the City's General Fund has contributed $15 million to the Public Safety Complex, of which $13.5 million will be reimbursed by future PFFs. The City Council received the $15 million as a Community Benefit Payment as part of the negotiated development agreement with the Dublin Crossing Project. In, as of Fiscal Year 2022-23, the City has set aside a reserve of $10 million. It is being used to advance funding to projects like Wallis Ranch Community Park, Jordan Ranch Neighborhood Square, and the Library Tenant Improvements, and will be paid back by the PFF over time.

In addition to the loans, the City Council allocated $4.8 million as a "gift" from the General Fund to two PFF projects to pay for enhancements to The Wave ($3.0 million towards the natatorium) and Fallon Sports Park ($1.8 million toward synthetic turf and field lighting for the soccer fields) that were not anticipated in the PFF program. These contributions were characterized as "gifts" or

"grants" because they paid for enhancements to projects in the PFF and, therefore, are not eligible for repayment from the PFF in the future.

2023 PFF Update Considerations

Parkland Discussion
In keeping with good government practice, the City embarked on an update to the Fee Program late last year following the release of new census data (population counts) and updates to the City's Housing Element of the General Plan, as well as to capture the increased costs for improvement to public facilities and parks.

The City retained the services of Willdan, who has previously conducted our fee analysis for the update. In summary, because of the new population data from the US Census and the Housing Element, the City will have a deficit of parkland of close to 50 acres, which is a significant increase from the 2017 report's deficit of 21 acres. The majority of this is in the active community parkland category. Because there is virtually no land left for active community parks in Dublin, the City will be unable to meet this objective.

Staff's recommendation is to shift the acreage requirement from Community Parkland to Nature Community Parkland, essentially so that the remaining deficit can be solved with the addition of nature parks. Staff has been engaged in discussions with the property representatives of GH Pac Vest regarding the conversion of their significant open space designation into nature community parkland. This area is approximately 35 acres and can be designed to accommodate low impact use, such as hiking and walking along designated trails. In the recent update the Parks and Recreation Master Plan, walking and trail use was one of the most popular and requested use of city facilities. Nature community parks also have the added benefit of being less costly to the City for maintenance and ongoing use. They do not require any restroom facilities, also limiting cost to the City.

If the City Council is interested this approach, Staff will work with the consultant on how to capture remaining improvement needs for the current active community park, update the City's parks dedication ordinance accordingly, and continue the discussions and the possible General Plan amendment with GH Pac Vest to accommodate the area's use a park facility.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 6.1

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing the Enforcement of the California Vehicle Code within the Wallis Ranch Subdivision and Approving an Agreement for Traffic Enforcement Services
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will conduct a public hearing to consider a petition from the Wallis Ranch Homeowner's Association for the provision of traffic enforcement services on privately owned roads and approve an agreement for Dublin Police Services to provide traffic enforcement within the Wallis Ranch subdivision.

STAFF RECOMMENDATION:

Conduct the public hearing and adopt the **Resolution** Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement With the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services.

FINANCIAL IMPACT:

All costs associated with the provision of traffic enforcement to the Wallis Ranch subdivision will be reimbursed by the Wallis Ranch Homeowner's Association, per the agreement.

DESCRIPTION:

California Vehicle Code Sections 21107.5 and 21107.7 allow for law enforcement officers to enforce speed limits on private roads if certain procedures are followed by the road owners and the enforcing agency and certain conditions are met.

In 2022, City Staff were contacted by representatives of the Wallis Ranch Homeowner's Association interested in traffic enforcement on their privately owned roads. City and Dublin Police Services Staff subsequently engaged in communications with the Association on the

logistics of providing such services, including a review of the steps necessary to solidify the arrangement.

In April, the City received a petition, per the requirements set forth in the Vehicle Code, signed by a majority of the Association requesting traffic enforcement within the Wallis Ranch subdivision. Staff then worked with Dublin Police Services to prepare an agreement (Attachment 2) for the provision of two officers, each for four hours per week, to provide enforcement services. The officers will be under the direction of the Dublin Police Services Captain. Staff provided written notice to all owners and residents of Wallis Ranch of the public hearing to consider this agreement.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Notice was mailed to the owners and residents of the Wallis Ranch subdivision on this item. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services.
2) Exhibit A to the Resolution – Agreement Between the City of Dublin and Wallis Ranch Homeowner's Association Regarding Enhanced Police Services
3) Petition of Wallis Ranch Homeowner's Association Requesting City Enforcement of Private Streets

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING ENFORCEMENT OF THE CALIFORNIA VEHICLE CODE TO PRIVATELY OWNED ROADS WITHIN THE WALLIS RANCH SUBDIVISION AND APPROVING AN AGREEMENT WITH THE WALLIS RANCH HOMEOWNER'S ASSOCIATION FOR THE PROVISION OF TRAFFIC ENFORCEMENT SERVICES

WHEREAS, California Vehicle Code Section 21107.7 allows a city to authorize that provisions of the California Vehicle Code be enforced on privately owned and maintained roads near or connected to public highways; and

WHEREAS, the roads within the subdivision known as Wallis Ranch are to be privately owned and maintained by the Wallis Ranch Homeowner's Association (the "Association"); and

WHEREAS, the City Council has a received a petition from the Association requesting that the provisions of the California Vehicle Code Section 21107.7 be applied to the roads in their community; and

WHEREAS, a public hearing on the matter has been conducted and notice of such hearing was sent to all owners of in the Association in accordance with California Vehicle Code Section 21107.7; and

WHEREAS, the City has prepared an agreement for Dublin Police Services to provide traffic enforcement services to the Wallis Ranch subdivision, whereby the City will be reimbursed for all costs associated with the provision of such services.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Dublin City Council does hereby:

1) find and declare that the aforementioned privately owned and maintained roads are not generally held open for use of the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the provisions of the California Vehicle Code to those roads, and

2) approve the agreement attached hereto as **Exhibit A** for the City, via Dublin Police Services, to provide traffic enforcement services to the Wallis Ranch subdivision.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute the agreement and make any non-substantive changes to carry out the intent of this resolution.

BE IT FURTHER RESOLVED THAT the Association shall submit, within 30 days, to the Public Works Department any engineering studies/plans showing that the location and type of any traffic signs, markings, or devices are in compliance with the uniform standards of the City and the Department of Transportation, and for speed limits, submit any engineering studies required to establish an enforceable speed limit. Following approval by the Public Works Department, Association shall erect signs, signals, markings, and devices which conform to the uniform standards and specifications adopted by the California Department of Transportation.

PASSED, APPROVED AND ADOPTED this ____day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN
THE CITY OF DUBLIN
AND
WALLIS RANCH HOMEOWNER'S ASSOCIATION
REGARDING ENHANCED POLICE SERVICES

This agreement is made and entered into between the City OF DUBLIN (the "City") and WALLIS RANCH HOMEOWNER'S ASSOCIATION (the "Association") (individually "Party" and collectively "Parties") as of _____ (the "Effective Date") regarding enhanced police services ("Agreement").

RECITALS

WHEREAS, the Association wishes to receive enhanced police protection services from the City through the assignment of two (2) sworn Dublin Police Officers to patrol and enforce moving vehicle violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets; and

WHEREAS, in recognition of the expense to City of permitting two (2) Officers to provide such enhanced police protection services, the Association will remit the cost for such services by paying the City the Officers hourly rate as set forth herein, not to exceed four (4) hours per week per Officer. The Parties agree and acknowledge that these services are not provided for profit, and neither Party expects or anticipates that the City will realize any profit or direct financial benefit as a result of this Agreement; and

WHEREAS, the City will provide enhanced police protection services pursuant to the terms and conditions of this Agreement provided that such services do not:

(A) Impair or interfere with City's ability to meet its other law enforcement responsibilities; and
(B) Result in any City loss of operational efficiency or readiness.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are true and correct and incorporated herein, and the promises, agreements, representations, and acknowledgments contained in this Agreement and all the Exhibits hereto, it is mutually agreed as follows:

1. Term of the Agreement

The term of Agreement shall commence on the Effective Date and conclude on _____, unless the term of the Agreement is otherwise terminated as provided for in Section 6.

2. Scope of Services to be Provided by the City to the Association

2.1. The City, through Dublin Police Services, agrees to supply two (2) Dublin Police Officers for enhanced police services to patrol and enforce moving vehicle violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets as authorized by law for the benefit of the general public for no more than four (4) hours per week per Officer ("Resource Officer"). The Resource Officers shall perform the services provided for in **Exhibit A** attached hereto and incorporated by this reference.

2.2. The Association shall coordinate the services needed through the Captain of Dublin Police Services. The City has the sole authority to determine which officers will be assigned as

Resource Officers. The City makes no representation as to which Resource Officers will be assigned or that the Resource Officers will be the same during each week.

2.3. The Association agrees to provide to the City the necessary workspace and or other assistance that may be required for the performance of the services under this Agreement. The City shall provide, at its own cost and expense, any and all necessary equipment, education and training, to perform the services under this Agreement.

2.4. The City may, at its discretion, assign supervisory personnel to supervise Resource Officers with the Association agreeing to pay all costs associated with supervisory personnel.

2.5. Notwithstanding the City's obligation under this Section 2, the Parties acknowledge and agree that City has the sole and absolute discretion to reassign the Resource Officers to other areas for reasonable periods of time as needed for law enforcement purposes. If this should occur, the Association will only be responsible for paying the City for the services actually provided to Association.

2.6. In performing its obligations under this Agreement, the City will retain discretion to issue citations using its administrative citation process, under applicable state law, or to make arrests. The City makes no guarantee that citations will be issued or that arrests will be made. The City shall be entitled to retain any revenue generated from the issuance of administrative citations.

3. Compensation

The Association shall compensate the City for the services of the Resource Officers and any assigned supervisory personnel as set forth in the Rate Schedule attached as **Exhibit B** and incorporated by this reference. Per the Alameda County Deputy Sheriff's Office Memorandum of Understanding all overtime work shall be compensated at the rate of one-and-one-half (1.5) times the hourly rate. The City shall invoice the Association for the services so rendered and the Association shall remit payment within thirty (30) days from the receipt of an invoice. As with all other City Officers, calculation of the Resource Officer's hours pursuant to this Agreement shall begin when the Resource Officer begins his/her shift and leaves the City Police Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

4. Resource Officers Status as Alameda County Employees

4.1. The City contracts with the County of Alameda ("County") for enforcement by Alameda County Sheriff's Office ("ACSO") of state laws and City ordinances in the City of Dublin. The Association agrees that at all times and for all purposes relevant to this Agreement, the ACSO shall remain the sole and exclusive employer of all Resource Officer(s) and in this regard:

a. The ACSO shall remain solely and exclusively responsible for the payment of any police officer wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any officer's status as an employee of the

ACSO. The City acknowledges that the Resources Officers and other City employees shall not be eligible to participate in, or receive any benefit from, any benefit plan or program available to Association employees. The Association shall not provide workers' compensation coverage for the Officers or for any other City employees or contractors and shall not withhold or pay with respect to any sums due under this Agreement any federal, state or local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance, workers compensation insurance, or other taxes or assessments against amounts payable with respect to statutory employees. The ACSO shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to compensation paid to ACSO employees. The City and ACSO, via their contractual relationship, retain sole and absolute discretion in the manner and means of carrying out the services, and the Association shall have no obligation to direct or control the Resource Officers or the delivery of services.

b. This Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the Association, any agent, or any person present on Association-owned streets that any enhanced police protection provided by City via its contractual arrangement with ACSO under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome.

c. Under the terms of this Agreement, the Association agrees that no Officer shall be asked or required to perform any services directly for the Association or otherwise be available to perform any other work or assignments for the Association or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no Officer shall be employed in any manner or capacity by the Association. The Association agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Resource Officer(s). Any money paid directly to the City by the Association to reimburse the City for costs pursuant to this Agreement shall not be deemed consideration paid by the Association to the Resource Officer(s).

d. The Association and the City agree that this Agreement does not, and is not intended to, create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officer’s agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City or ACSO rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the ACSO and all Officers.

e. Association agrees that neither Association nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any

manner attempt to control, supervise, train or direct any police officer in the performance of any City duty or obligation to provide enhanced police protection under the terms of this Agreement.

4.2. The Association agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to the City, its officers, agents or employees, any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the Association-owned streets.

5. No Joint Venturers, Employees, Agents, or Special Benefits Created

5.1. The Association and the City agree that neither the City nor any officer, agent or employee of the City, by virtue of this Agreement or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the Association.

5.2. The Association agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any enhanced police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of any kind.

5.3. The Association agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of the Association, any Association agent(s) and/or any other person, who, for any reason or for no reason, is on or near Association-owned streets. Further, the Association agrees that at all times, and for any and all purposes under this Agreement, the City and the Resource Officer(s) shall be present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

6. Termination of Agreement

Either Party to this Agreement may terminate it upon thirty (30) days written notice to the other Party without incurring any penalty or liability to any party because of the termination or upon mutual consent. Upon termination, any amounts owed to the City by the Association, if any, shall be paid by the Association upon the submission of an invoice. If the City has in its possession any property of the Association, it shall be returned upon termination.

7. City Reservation of Rights/Association Waiver

7.1. The City reserves to itself any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services, and this Agreement does not, and is not intended to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of City, its agents, employees, or officers.

7.2. The Association acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond the City's control when the City, in its sole discretion, may be unable to assign a Resource Officer(s) pursuant to this Agreement. The Association recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged City failure to provide enhanced police services during the term of this Agreement.

For the purposes of this Agreement, the term "circumstances" shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. The City agrees to assign Resource Officer(s) pursuant to this Agreement as soon as reasonably feasible.

8. Association Cooperation

The Association agrees that it shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that all its agents: (a) follow all lawful orders of any Resource Officer performing any duties under this Agreement; (b) fully cooperate with all Resource Officer(s) in providing any enhanced police protection services pursuant to this Agreement; and (c) conform their activities to comply with the terms of this Agreement, including, but not limited to, the understanding concerning City's independent status.

9. Indemnity

The Association shall indemnify, defend with counsel acceptable to City, and hold harmless City, its officers, officials, employees, volunteers, agents and assigns (Indemnitees) from and against any and all damages (whether special, general or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description, including, but not limited to, injury to and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties (collectively "Liability") arising or resulting from or in any way connected with: (i) the operation of Association, its agents, employees, contractors, and/or subcontractors, in performing or failing to perform this Agreement; (ii) the failure of Association, its agents, employees, contractors and/or subcontractors to comply in all respects with applicable laws, ordinances and regulations, and/or applicable permits and licenses, and/or (iii) Association's ownership, operation, maintenance, control and acts or commissions of and in the areas it administers. Association shall not be responsible for Liability caused by the sole negligence or willful misconduct of City.

9.1. It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the Party's negligence.

9.2.The Association agrees that it shall promptly deliver to City written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that the Association becomes aware of which involves in any way City or any police officer. The Association agrees to reasonably cooperate with the City in any investigation conducted by the City into any act(s), work or performance of any Resource Officer in connection with services provided under this Agreement.

9.3. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Miscellaneous Provisions

10.1. Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section either by (i) certified mail, return receipt requested, in which case notice shall be deemed

delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received at the following addresses:

City: City of Dublin Police Services
6361 Clark Avenue
Dublin, CA 94568
Att: Captain Gosal

Association: Wallis Ranch Owners Association
4159 Wallis Ranch Drive
Dublin, CA, 94568

10.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and venued in the County of Alameda without regard to principles of conflicts of law.

10.3. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

10.4. Entire Agreement. This Agreement, together with **Exhibit A** and **Exhibit B** constitute the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. This Agreement shall not be changed or supplemented orally and any amendment, modification, alteration or variation of the terms shall only be valid if such is in writing and signed, acknowledged, and approved by both Parties.

10.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.6. Waiver. Absent an express waiver, the failure of any Party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of the other right, power, or privilege.

10.6. Successors. The Parties acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all person acting by, through, under, or in concert with any of them.

CITY OF DUBLIN

By: _____

Linda Smith
City Manager

Date: _____

WALLIS RANCH OWNERS ASSOCIATION

By: _____

Association Board President

Date: _____

DUBLIN POLICE SERVICES

By: _____

Nathan Schmidt
Chief

Date: _____

Exhibit A

Services to be provided by the City

The Role and Responsibility of the Resource Officers include, but are not limited to:

1. The Resource Officers shall patrol and enforce vehicle moving violations pursuant to the California Vehicle Code and Dublin Municipal Code on Association-owned streets as authorized by law for the benefit of the general public for no more than four (4) hours per week per Officer, in conjunction with the needs of Dublin Police Services.

2. The City will provide the Association statistics regarding the number of citations issued during the Resource Officers shifts and the hours patrolled pursuant to this Agreement. Additional information or statistics may be provided to the upon mutual agreement of the Parties. Such statistics shall be provided at the same time as the invoice for services and shall cover the same time period as the invoice for services.

3. The Resource Officer positions will be administered by the Dublin Police Services Captain. The Resource Officers will be supervised by the 'On-Duty' Watch Sergeant, who will report to the Captain and the Chief of Dublin Police Services.

Exhibit B

Rate Schedule

The following rate schedule is the hourly compensation amount for a Resource Officer, as well as a Sheriff's Technician and Supervisor if deemed necessary. Annual rates are included in the City's Master Fee Schedule adopted by the City Council before the start of the new fiscal year. Should the hourly rate increase due to negotiated raises, an amendment in writing will be presented to the Association for approval.

Dublin Police Services Hourly Rates for FY 2023-24:

Sheriff's Technician: $110
Resource Officer: $220
Supervisor: $254

PETITION OF WALLIS RANCH HOMEOWNER'S ASSOCIATION REQUESTING CITY ENFORCEMENT OF PRIVATE STREETS

THIS PETITION OF WALLIS RANCH HOMEOWNER'S ASSOCIATION REQUESTING CITY ENFORCEMENT OF PRIVATE STREETS ("Petition") is dated this 14th day of, April, 2023.

WHEREAS, California Vehicle Code Section 21107.7 allows a city to authorize that provisions of the California Vehicle Code be enforced on privately owned and maintained roads near or connected to public highways;

WHEREAS, the planned roads within the subdivision known as Wallis Ranch are to be privately owned and maintained by the Wallis Ranch Homeowner's Association ("Association"); and

WHEREAS, the Association submits this Petition to request that the City of Dublin, a municipal corporation ("City"), authorize the California Vehicle Code to be enforced on the Association's privately owned and maintained roads, which roads are shown in **Attachment A**, attached hereto and incorporated herein by reference, pursuant to California Vehicle Code Section 21107.7.

NOW, THEREFORE, BE IT RESOLVED that this Petition was regularly introduced and adopted by the Board of the Association at a duty notified regular meeting held on the 15th day of, March, 2023.

BE IT FURTHER RESOLVED, that the decision to file this Petition with the City was made by a majority of the owners of the Association, or by at least a majority of the Board, in accordance with California Vehicle Code Section 21107.7.

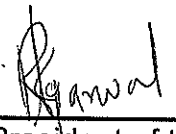
BE IT FURTHER RESOLVED, that the Board finds that the privately owned and maintained roads shown in **Attachment A** are in proximity to public streets, roads and highways, and that by reason of said proximity, the interest of any residents residing along the roads and the motoring public will best be served by application of the California Vehicle Code to those roads.

BE IT FURTHER RESOLVED, that the Association hereby requests that the City, by ordinance or resolution, find and declare that the Association's privately owned and maintained roads shown in **Attachment A** are not generally held open for use of the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the California Vehicle Code to those roads.

BE IT FURTHER RESOLVED, that the Association acknowledges and understands that the City may impose reasonable conditions and may authorize the Association to erect traffic signs, signals, markings, and devices which conform to the uniform standards and specifications adopted by the Department of Transportation and/or City regulations governing the same at Association's sole cost and expense.

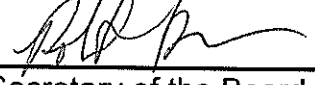
BE IT FURTHER RESOLVED, that the Association acknowledges and understands that, upon enactment of the ordinance or resolution, the California Vehicle Code shall apply to the privately owned and maintained roads shown in **Attachment A**, if appropriate signs are erected pursuant to California Vehicle Code Section 21107.7.

BE IT FURTHER RESOLVED, that this Petition is signed by all the members of the Board that are in support of the Petition and that the undersigned collectively constitute a majority of the Board.



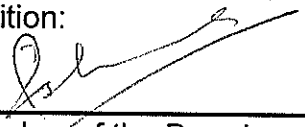
President of the Board

Vice-President of the Board



Secretary of the Board

Other Members in support of this Petition:



Member of the Board

Member of the Board

Member of the Board

Member of the Board

Member of the Board

Member of the Board

Member of the Board

Member of the Board

5081768.1

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: East Ranch Community Facilities Districts Revised Proposal
Prepared by: Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

On April 18, 2023, the City Council provided feedback to the Applicant, TH East Ranch Dublin, LLC (Trumark Homes), on their request to form Community Facilities Districts (CFDs) to finance the maintenance of and construction of public improvements within the East Ranch development project. The Applicant has revised their proposal for consideration by the City Council. The City Council will receive a presentation from the Applicant and provide feedback regarding the revised CFD proposals. No formal action will be taken, nor will approvals be granted, for the project at this meeting.

STAFF RECOMMENDATION:

Receive the presentation and provide feedback on the Applicant's revised proposal for the formation of Community Facilities Districts to fund the maintenance of and the construction of certain public facilities.

FINANCIAL IMPACT:

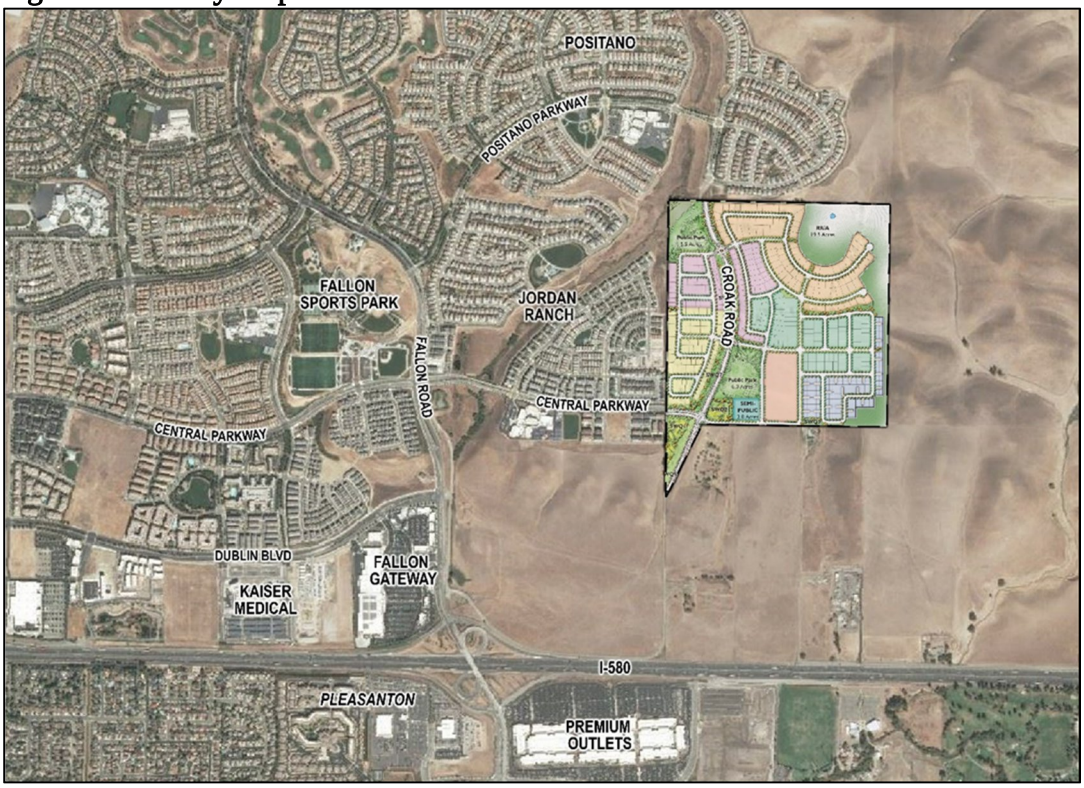
All costs associated with processing this request are borne by the Applicant.

DESCRIPTION:

Background

The 165.5-acre East Ranch development project site is an undeveloped parcel located within the Fallon Village area of the Eastern Dublin Specific Plan (EDSP). The site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern boundary, as shown in Figure 1 below. The project site generally increases in elevation from south to north with knolls and hilly terrain in the northeastern portion of the site.

Figure 1. Vicinity Map



On April 18, 2023, the City Council received a presentation from TH East Ranch Dublin, LLC (Applicant) and provided feedback on an affordable housing proposal and the formation of a Community Facilities District to fund maintenance of public streets, two public parks, and the storm drain systems within the Project (Services CFD) and a Community Facilities District to fund the acquisition and construction of certain public infrastructure and development impact fees associated with the Project (Facilities CFD).

The City Council expressed general support for the affordable housing proposal and Staff is currently working on drafting the Affordable Housing Agreement for City Council's approval at a future meeting. Regarding the formation of the CFDs, the City Council was generally in support of the Services CFD; however, the City Council did not support the formation of the Facilities CFD in its previously proposed form.

Current Request

The Applicant has revised their proposal for the formation of the Services CFD for maintenance and the Facilities CFD to fund construction of various public infrastructure.

Services CFD

The revised Services CFD will fund maintenance of the public streets and the storm drain systems within the East Ranch development. The two public parks were removed from the revised Services CFD proposal, which means that assessments will not be collected for the City's maintenance of those two parks.

Based on the City's current maintenance costs for similar items remaining in the revised Services

CFD proposal, contingency, and administration costs, the revised proposed assessment on each unit within the district is approximately $381 per year for maintenance of public infrastructure (Attachment 1). The adjusted property tax, including the Services CFD, will total approximately 1.39% of the home price.

Facilities CFD

The Applicant is also requesting the City Council's consideration of the revised Facilities CFD to fund construction of certain public infrastructure and development impact fees associated with the Project, including grading, street improvements, public parks, storm drain, water, and sewer facilities. The inclusion of water and sewer facilities within the Facilities CFD will require a separate Joint Community Facilities Agreement between the Applicant, the City, and Dublin San Ramon Services District.

Of specific note, the Applicant does not have any obligation to make improvements to the two neighborhood parks in the project. The obligation is to pay a certain amount in fees for future park improvements. This amount is about $4.7 million in today's dollars, while the cost to improve both parks is in excess of $11 million based on recent park improvements. Staff and the Applicant believe that such improvements to the park will benefit the community and surrounding neighborhoods. To absorb this additional cost, the Applicant will require a Facilities CFD to offset some of its capital costs in other areas of the project. In summary, if the City Council approves a Facilities CFD, the Applicant will commit to making park improvements. Without the Facilities CFD, the two park sites will likely sit undeveloped for several years.

The Applicant's proposed annual CFD special tax rate (Services CFD and Facilities CFD), when combined with all other property taxes would, on average, equal approximately 1.58% of the estimated home price. The bonding capacity of the Facilities CFD is estimated to yield approximately $26.95 million in net proceeds based on the special tax rate, assuming annual escalation of 2% per year and an interest rate on the bonds of 5.50% (net of typical costs for underwriter discount, reserve funds, capitalized interest, and incidental expenses). The facilities component of the proposed CFD would be structured to consist of six special tax zones, one for each of the various lot/product types, as shown in the following table.

Zone #	Product Type	Annual Special Tax (per unit)
Zone 1	65' x 100' lots	$5,543
Zone 2	55' x 95' lots	$4,153
Zone 3	50' x 110' lots	$4,406
Zone 4	49.5' x 80' lots	$3,398
Zone 5	Cluster lots	$2,886
Zone 6	Townhome units	$1,395

ENVIRONMENTAL REVIEW:

The City Council is receiving a presentation and providing feedback on the formation of a Services CFD and a Facilities CFD and no formal action will be taken at this time. This discussion is not subject to the requirements of the California Environmental Quality Act (CEQA) as it does not have

the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect change in the environment and, thus, does not meet the definition of a project under CEQA Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Infrastructure Maintenance and Reinvestment
Objective D: Explore use of funding mechanisms like community facilities districts for capital and ongoing maintenance needs.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Maintenance Cost Estimate
2) DPFG Financing Memo, dated June 5, 2023

Exhibit C
Trumark - Croak Property
Maintenance Cost Estimates
6/5/2023

Maintenance Item	Description of Use	Unit	Quantity	Unit Price	Estimate
Street A	Public Road	Miles	0.3404	$5,158	$ 1,756
Street B	Public Road	Miles	0.3775	$5,158	$ 1,947
Neighborhood 1 - Streets	Public Road	Miles	0.7426	$5,158	$ 3,830
Neighborhood 2 - Streets	Public Road	Miles	0.7853	$5,158	$ 4,050
Neighborhood 3 - Streets	Public Road	Miles	0.4652	$5,158	$ 2,400
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Neighborhood 6 - Streets	Public Road	Miles	0.4680	$5,158	$ 2,414
Slurry & Base Repair	Public Road	SF	813,495	$0.21	$ 168,800
Subtotal					**$ 190,851**

Contingency and Administration Costs		
Contingency and Repair/Replacement (10%)	$	2,205
City Administration	$	15,000
County Administration (1.7%)	$	3,244
Subtotal Contingency and Admin Costs	**$**	**20,450**
Total Project Annual Maintenance Cost Summary		
Subtotal Annual Maintenance	$	190,851
Subtotal Contingency and Admin Costs	$	20,450
Total Annual Maintenance Costs	**$**	**211,300**
Per Unit [1]	**$**	**381**

Footnotes:
[1] Per Unit estimate does not include AMI units.

DEVELOPMENT PLANNING & FINANCING GROUP

Memorandum

To:	City of Dublin
From:	DPFG
Date:	June 5, 2023
Subject:	Croak Ranch CFD Formation Proposal

Per the request of our client, Trumark Homes, we have prepared this memo to provide background information and discuss a proposal for the formation of a Community Facilities District ("CFD") for The Croak Ranch project (the "Project").

A. Background and Assumptions:

The Project is within the City of Dublin ("city") Eastern Dublin Specific Plan. The Project is a 165.5-acre site with a 573-unit residential project consisting of six neighborhoods, two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site reserved for affordable housing located on Croak Road east of Fallon Road. The project site straddles existing Croak Road with Jordan Ranch to the west, Positano to the north and undeveloped land to the east and south with the Interstate 580 beyond.

B. Summary of CFD Formation Deal Points:

1. As part of the conditions of approval for Tract Map 8563, the Croak project was conditioned to agree to form a Community Facilities District (CFD), with the City as the lead agency, pursuant to the provisions of California Government Sections 53311 et seq., for the purpose of financing the maintenance, acquisition, and/or construction of certain public improvements on the Property if Developer is in agreement with the Rate, Method of Apportionment and manner of Collection of Special tax ("RMA") as it relates to the Property. There may be potential to enter into a Joint Community Facilities Agreement ("JCFA") with other local agencies to potentially finance other eligible facilities and/or fees.
2. The infrastructure component of the proposed CFD would be structured to consist of six (6) special tax zones, one for each of the various lot/product types.
    - Zone 1 - 65'x100' lots – $5,543 annual special tax
    - Zone 2 - 55'x95' lots – $4,153 annual special tax
    - Zone 3 - 50'x110' lots – $4,406 annual special tax
    - Zone 4 – 49.5'x80' lots – $3,398 annual special tax
    - Zone 5 – Cluster lots – $2,886 annual special tax
    - Zone 6 – Townhome units – $1,395 annual special tax

    Assumes affordable units will not be subject to the special tax.
3. The bonding capacity for **the Project** is currently estimated to yield approximately **$26.9 million in net proceeds**. The preliminary bond sizing is described in further detail in **Exhibit A**.
4. The annual CFD special tax rate, when combined with all other property taxes would, on average, equal approximately **1.58%** of estimated home prices. The Project tax rate analysis is described in further detail in **Exhibit B**. The analysis assumes as a condition of the Project, a project specific maintenance CFD will be formed. The maintenance CFD will be formed concurrently as part of this CFD. Current maintenance projections can be found in **Exhibit C.** The analysis also assumes the Project will be in a GHAD.

5. The CFD would be authorized to fund the construction of certain **public improvements/fees** identified in **Exhibit D**.
6. For modeling purposes, it was assumed that the annual special taxes would escalate at 2% per year and the interest rate on the bonds was assumed at 5.50% and net of typical costs for underwriter discount, reserve funds, capitalized interest, and incidental expenses.
7. It is proposed the term of the bonds to be **30 years**.
8. The CFD could be structured to include improvement areas based upon project phasing and absorption.
9. The CFD could be structured to include a transition event, whereby when the special tax has funded all the obligations funded by the facilities special tax, the special tax would convert to a services special tax in perpetuity at a reduced rate. The intent would be to reduce/defer repair and replacement costs on the proposed services special tax.
10. It is proposed the concept of remainder taxes, which is the balance of taxes collected, beyond the total facilities special taxes collected on developed property during the first 20 fiscal years, to be used on a pay-go basis to fund eligible facilities and fees.
11. The rate and method of apportionment would include a provision for the City to receive funding for priority administration. It is proposed the City would receive **$25,000 annually** to cover CFD related administration costs.
12. Developer requests that bonds are structured to maximize both the term and debt service to maximizes bond proceeds.
13. The rate and method of apportionment (RMA) would include a provision permitting full and/or partial prepayment of the special taxes at any time for any number of assessor's parcels.
14. The actual amount of the CFD bonds to be issued is expected to be a function of the project's appraised value, and CFD special tax revenue. The bonds would be anticipated to be issued when the value-to-lien ratio is met for the Project.
15. Developer and DPFG are prepared to work with the City and its consultant team as expeditiously as practicable to complete formation of the CFD. Commencement of the CFD formation is required per the conditions of approval, prior to Large Lot Final Map which is currently in final stages of City approval. An example timeline to get the CFD formed, and bonds issued can be reviewed on **Exhibit E**.

Exhibit A
Croak Property CFD Formation Proposal
CFD Bond Sizing and Estimated Annual Bond Debt Service 1.57%
Minimum Maintenance Requirement & 7 Additional AMI Units (N6)

LAND USE INFORMATION				TOTAL TAX RATE ANALYSIS						BOND SIZING ANALYSIS	
Lot Size	Units	Plan Size	Estimated Home Price (a)	Ad Valorem Tax Rate 1.2626% (b)	Other Charges, Assessment and Special Taxes (c)	Proposed CFD Tax per Unit (d)	Total Tax per Unit	Total Tax Rate	Total Proposed CFD Revenues		**Escalating Special Tax (2%)**
Total Project Buildout										Total Proposed Annual CFD Revenue	$2,016,050
										Priority Admin	($25,000)
										Net annual revenue	*$1,991,050*
N1 65x100	99	3,800	$ 2,505,494	$ 31,634	$ 2,409	$ 5,543	$ 39,587	1.58%	$ 548,784		
(AMI) N1 65x100	2	3,800	471,927	5,959	2,028	-	7,987	1.69%	-		
N2 55x95	96	3,500	2,067,520	26,105	2,409	4,153	32,667	1.58%	398,701		
(AMI) N2 55x95	2	3,500	471,927	5,959	2,028	-	7,987	1.69%	-		
N3 50x110	85	3,300	2,147,234	27,111	2,409	4,406	33,926	1.58%	374,523	Bond Amount 5.5% Interest,	
(AMI) N3 50x110	6	3,300	471,927	5,959	2,028	-	7,987	1.69%	-	30 Year Term, 29 Year Amortization	$32,975,000
N4 49.5x80	85	2,750	1,778,839	22,460	2,248	3,398	28,106	1.58%	288,864	Reserve Fund (125% of Avg Debt Service)	($3,056,282)
(AMI) N4 49.5x80	0	2,750	471,927	5,959	1,867	-	7,825	1.66%	-	Capitalized Interest (12 months)	($1,813,703)
N5 Clusters	94	2,500	1,591,953	20,100	2,167	2,886	25,153	1.58%	271,284	Underwriter Discount (1.5%)	($494,625)
(AMI) N5 Clusters	4	2,500	471,927	5,959	1,786	-	7,744	1.64%	-	Cost of Issuance	($659,500)
N6 Towns	96	1,800	1,122,113	14,168	2,167	1,395	17,729	1.58%	133,894		
(AMI) N6 Towns	4	1,800	512,959	6,477	1,786	-	8,262	1.61%	-		
Grand Total	**573**	**2,942**	**$ 1,825,946**	**$ 23,054**	**$ 2,290**	**$ 3,518**	**$ 28,862**	**1.58%**	**$ 2,016,050**	**Net Construction Proceeds**	**$26,950,890**
										Net Construction Proceeds Per Unit	**$47,035**

Footnotes:
(a) Estimated sales pricing based on information provided by the Developer.
(b) Ad Valorem taxes are based on information from County Assessor Office.
(c) Other charges and assessments based on information from County Assessor Office. Proposed City special tax or assessment for project specific maintenance.
(d) Proposed CFD.

Exhibit B
Total Tax Rate
Trumark - Croak Property
Annual Special Taxes and Assessments

Example Land Use Calculations

	Rate	N1 65x100	(AMI) N1 65x100	N2 55x95	(AMI) N2 55x95	N3 50x110	(AMI) N3 50x110	Lot Size N4 49.5x80	(AMI) N4 49.5x80	N5 Clusters	(AMI) N5 Clusters	N6 Towns	(AMI) N6 Towns	Total/ Average
Units		99	2	96	2	85	6	85	0	94	4	96	4	573
Estimated Home Price		$ 2,505,494	$ 471,927	$ 2,067,520	$ 471,927	$ 2,147,234	$ 471,927	$ 1,778,839	$ 471,927	$ 1,591,953	$ 471,927	$ 1,122,113	$ 512,959	$1,825,946.38
Plan Size		3,800	3,800	3,500	3,500	3,300	3,300	2,750	2,750	2,500	2,500	1,800	1,800	2,942
Property Taxes [1]														
General Property Tax	1.0000%	$25,054.94	$4,719.27	$20,675.20	$4,719.27	$21,472.34	$4,719.27	$17,788.39	$4,719.27	$15,919.53	$4,719.27	$11,221.13	$5,129.59	$18,259.46
Other Ad Valorem Taxes														
County GO Bond	0.0103%	$258.07	$48.61	$212.95	$48.61	$221.17	$48.61	$183.22	$48.61	$163.97	$48.61	$115.58	$52.83	$188.07
School Unified	0.1716%	$4,299.43	$809.83	$3,547.86	$809.83	$3,684.65	$809.83	$3,052.49	$809.83	$2,731.79	$809.83	$1,925.55	$880.24	$3,133.32
School Community College	0.0388%	$972.13	$183.11	$802.20	$183.11	$833.13	$183.11	$690.19	$183.11	$617.68	$183.11	$435.38	$199.03	$708.47
Fld Zn 7 State Wtr	0.0279%	$699.03	$131.67	$576.84	$131.67	$599.08	$131.67	$496.30	$131.67	$444.15	$131.67	$313.07	$143.12	$509.44
Bay Area Rapid Transit	0.0140%	$350.77	$66.07	$289.45	$66.07	$300.61	$66.07	$249.04	$66.07	$222.87	$66.07	$157.10	$71.81	$255.63
Total Property Taxes	**1.2626%**	**$31,634.37**	**$5,958.55**	**$26,104.51**	**$5,958.55**	**$27,110.98**	**$5,958.55**	**$22,459.62**	**$5,958.55**	**$20,100.00**	**$5,958.55**	**$14,167.80**	**$6,476.62**	**$23,054.40**
Special Taxes and Assessments [2]														
MOSQUITO ABATEMENT		$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74	$1.74
CSA PARAMEDIC		$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40	$37.40
CSA VECTOR CONTROL		$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92	$5.92
PARAMEDIC SUPPLMNT		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
SFBRA MEASURE AA		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00
DSRSD SEWER SVC		$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76	$492.76
DUSD MEASURE E TAX		$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00
HAZ WASTE PROGRAM		$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64	$6.64
CSA VECTOR CNTRL B		$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00
MOSQUITO ASSESS 2008		$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50
EAST BAY TRAIL LLD		$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44	$5.44
CITY ST LT 83-1 [3]		$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34	$19.34
DUBLIN RANCH LIGHTING DISTIRCT [3]		$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02	$38.02
CAN GARB/RECYCLE		$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72	$486.72
GHAD [4]		$807.69	$807.69	$807.69	$807.69	$807.69	$807.69	$646.15	$646.15	$565.38	$565.38	$565.38	$565.38	$700.00
PROJECT SPECIFIC MAINTENANCE CFD [5]		$381.00	$0.00	$381.00	$0.00	$381.00	$0.00	$381.00	$0.00	$381.00	$0.00	$381.00	$0.00	$369.03
Total Special Taxes and Assessments		**$2,409.17**	**$2,028.17**	**$2,409.17**	**$2,028.17**	**$2,409.17**	**$2,028.17**	**$2,247.63**	**$1,866.63**	**$2,166.86**	**$1,785.86**	**$2,166.86**	**$1,785.86**	**$2,289.51**
Total Tax Burden		**$34,043.54**	**$7,986.72**	**$28,513.68**	**$7,986.72**	**$29,520.15**	**$7,986.72**	**$24,707.25**	**$7,825.18**	**$22,266.86**	**$7,744.41**	**$16,334.66**	**$8,262.48**	**$25,343.91**
Tax Burden as % of Home Price		**1.36%**	**1.69%**	**1.38%**	**1.69%**	**1.37%**	**1.69%**	**1.39%**	**1.66%**	**1.40%**	**1.64%**	**1.46%**	**1.61%**	**1.39%**

Footnotes:
[1] Average unit square footage and estimated sales pricing based on information provided by the Developer.
[2] Tax rates are based on information provided by Alameda County's Auditor-Controller for Tax Rate Area 26-032 for FY 2022/23.
[3] Parcel currently within Dublin City Light District (No 1983-1). Project assumes future annexation into Dublin Ranch Lighting District at current rate of $38.02 for FY 2022/2023 while remaining in the citywide light district.
[4] Current estimate provided by ENGEO. Expected to fall between $500 - $700. DPFG is using an average of $700 per unit for purposes of this analysis, with the tax assessed by equal lot size based on estimated Equivalent Dwelling Units. Subject to escalation annually on April 30th.
[5] Project is required to form a CFD for the purposes of maintaining project public improvements.

Exhibit C
Trumark - Croak Property
Maintenance Cost Estimates
6/5/2023

Maintenance Item	Description of Use	Unit	Quantity	Unit Price	Estimate
Street A	Public Road	Miles	0.3404	$5,158	$ 1,756
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Subtotal					**$ 190,851**

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City Administration	$	15,000
County Administration (1.7%)	$	3,244
Subtotal Contingency and Admin Costs	**$**	**20,450**
Total Project Annual Maintenance Cost Summary		
Subtotal Annual Maintenance	$	190,851
Subtotal Contingency and Admin Costs	$	20,450
Total Annual Maintenance Costs	**$**	**211,300**
Per Unit [1]	**$**	**381**

Footnotes:
[1] Per Unit estimate does not include AMI units.

Exhibit D
Trumark Homes - Croak Property
Preliminary List of Potential Eligible Facilities - CFD

Facility Description	Budgeted Total	Potentially Eligible [1]
City Improvements [2]		
City of Dublin		
Grading and Street work	$ 31,627,630	$ 12,268,564
Concrete Work	7,898,614	6,735,114
Storm Drain Work	5,362,880	4,942,448
Total City Improvements	**$ 44,889,124**	**$ 23,946,126**
Other Agency Improvements [2]		
Dublin San Ramon Service District		
Sanitary Sewer Work	$ 4,477,615	$ 3,388,100
Water System Work	3,680,670	3,000,325
Other Various Agencies		
Electrical/Joint Trench	9,282,400	-
Miscellaneous Construction	12,314,162	-
Total Other Improvements	**$ 29,754,847**	**$ 6,388,425**
TOTAL ESTIMATED FACILITIES	**$ 74,643,971**	**$ 30,334,551**
TOTAL PER LOT ESTIMATED FACILITIES	**$ 130,269**	**$ 52,940**

Preliminary List of Potential Eligible Fees

Permit Fee Category	Fee Per Lot [3]	Net Fee Amount
City Fees		
City of Dublin		
Community Park Land In-Lieu Fee	Excluded	Excluded
Eastern Dublin Freeway Interchange Fee	362	207,237
Eastern Dublin Transportation Impact Fee (average) [4]	12,324	7,061,692
Fire Impact Fee [5]	870	498,510
Neighborhood Park Land In-Lieu Fee	Excluded	Excluded
Public Facility Impact Fee [6]	6,785	3,887,805
Tri-Valley Transportation Fee (average) [4]	4,513	2,586,207
Total City Impact Fees	**$ 24,854**	**$ 14,241,451**
Other Agency Fees		
Alameda County - Zone 7 Water Agency		
Zone 7 Drainage Fee ($1.00/SF) [7]	$ 2,400	$ 1,375,200
Zone 7 Water Connection (5/8")	29,440	16,869,120
Dublin San Ramon Service District [4]		
Sewer Connection (averaged)	14,772	8,464,522
Water Connection (averaged)	17,461	10,005,153
Dublin Unified School District		
School District Fee - Level II ($7.96/SF) [8]	23,419	13,419,368
Total Other Agency Impact Fees	**$ 87,493**	**$ 50,133,363**
TOTAL ESTIMATED ELIGIBLE FEES	**$ 112,347**	**$ 64,374,814**

ELIGIBLE CITY COSTS		
ELIGIBLE CITY FACILITIES		$ 23,946,126
ELIGIBLE CITY FEES		$ 14,241,451
TOTAL ELIGIBLE CITY COSTS	**$ 66,645**	**$ 38,187,577**
OTHER POTENTIALLY ELIGIBLE COSTS		
OTHER ELIGBIBLE FACILTIES		$ 6,388,425
OTHER ELIGBIBLE FEES		$ 50,133,363
TOTAL OTHER POTENTIALLY ELIGIBLE COSTS	**$ 98,642**	**$ 56,521,788**

Footnotes:

[1] Assumes all eligible facilities will be acquired by their respective city agency at project completion. Any amounts that include costs/fees ultimately owned privately or by HOA will not be eligible for financing.

[2] Excluding rough grading, mitigation improvements, parks, and add alts.

[3] Fee data per 7/12/21 Preliminary Cost Estimate Report prepared by MacKay & Somps.

[4] Weighted average used to determine estimated impact fee amounts. Final Fees will differ based on ultimate product mix.

[5] The Fire Department Fees per unit are assumed to meet all obligations related to Fire Station 18. This does not match the current fee schedule provided by the city.

[6] Public Facilities Fee is $27,574 less $8,853 Comm. Park land fee, $5,017 Community Park Improvements fee, $2,932 Neigh. Park improvement fee and $3,987 Neigh. Park land fee.

[7] Builder Fee portion is based on an assumed average impervious area per lot. The average across all product types assumed by MacKay & Somps is 2,400 square feet.

[8] Weighted average square footage of all product types (2,942 SF) used as per unit base for Level II School District Fees.

Exhibit E
CFD Formation Timeline

Major Tasks	Cumulative Number of Days to Completion	Project Status
Pre-conference meeting to submit financing plan proposal to the City and special tax consultant.	1 Day	
Kick-off meeting with City staff to agree on proposal and schedule moving forward.	1 Month	
Prepare Revised Rate and Method of Apportionment and CFD Boundary Map and submit to City.	1.5 Months	
City review/comment, revisions, and finalize.	2 Months	
City Dublin City Council meets to consider the approval of the **Resolution of Intention** generally comprising the following documents: (i) Resolution of Intention, (ii) Boundary Map, (iii) RMA and Proforma, (iv) Description of CFD Facilities, and (v) Deposit and Reimbursement Agreement.	5 Months	
City of Dublin City Council meets to consider the approval of the **Resolution of Formation** and approval of Joint Community Facilities Agreements, if applicable. Acquisition Agreement is also approved, if applicable.	6.5 Months	
Commence CFD appraisal process.	8 Months	
Record Notice of CFD special tax lien.	8 Months	
Issuance of First Draft of Preliminary Official Statement.	10 Months	
Issuance of Final Appraisal Report.	11 Months	
Issuance of Final Preliminary Official Statement.	1 Year	
City Council approves **Resolution of Issuance.**	1 Year	
Bond Pricing (i.e. interest rate is determined and fixed)	1 Year	
Bond Closing	1 Year, 1 Month	

Notes:

[a] The Resolution of Formation proceedings must succeed the Resolution of Intention proceedings by at least 30 days.

EAST RANCH
CFD REVISED PROPOSAL

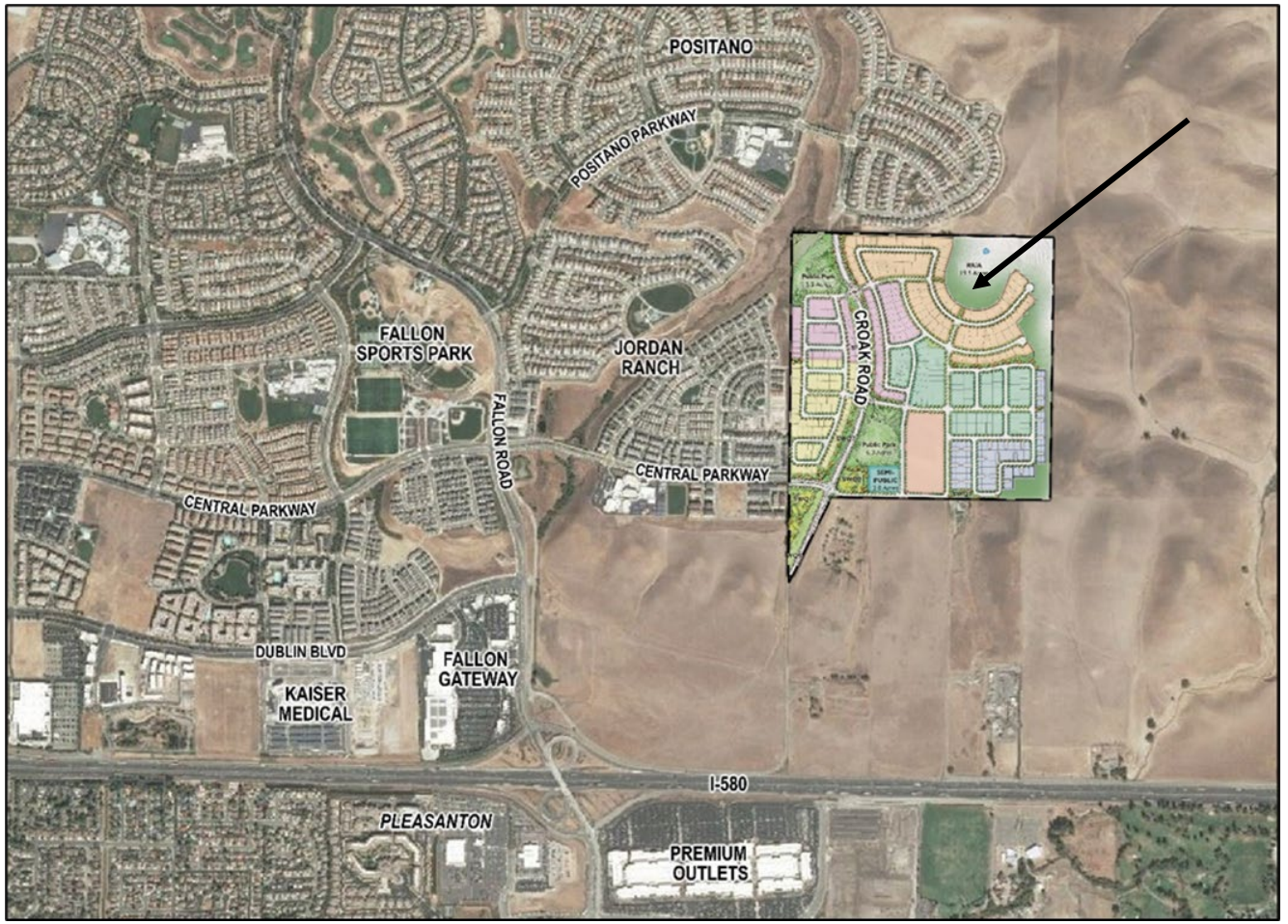
June 20, 2023



DUBLIN
CALIFORNIA

Project Location

- 165.5 acres
- 573 Units
- 6 Neighborhoods
- 2 Public Parks
- 2-acre Public/Semi-Public Site



Background

- April 18, 2023
  - Affordable Housing Proposal
  - Formation of Community Facilities District
    - Maintenance
    - Improvements

Current Request

- Formation of Community Facilities District
  - Revised Maintenance CFD
  - Revised Improvements CFD

Community Facilities District

- East Ranch Services CFD
  - Fund maintenance of public streets and the storm drain system within the project.
  - Park maintenance will no longer be funded.
  - Approximate assessment on each unit within the district will be $381 per year.
  - Base tax rate (Ad Valorem) 1.26%; adjusted tax rate including the Services CFD and other special assessments 1.39%.

Community Facilities District

- East Ranch Facilities CFD
  - Fund construction of public infrastructure and development impact fees associated with the project including grading, street improvements, storm drain, water and sewer facilities.
  - Facilitate construction of two neighborhood parks.

Community Facilities District

- East Ranch Facilities CFD
  - CFD special tax rate to include both Services and Facilities CFD will be capped at 1.58%.
  - Bonding capacity of the Facilities CFD is estimated to yield $26.9 million in net proceeds; 2% annual escalation; interest rate 5.50%.
  - Special Assessments vary between lot/product types and range from $1,395 - $5,543 per unit (Facilities CFD only).

Recommendation

Receive the presentation and provide feedback on the Applicant's revised proposal for the formation of Community Facilities Districts to fund the maintenance and construction of public facilities.

Agenda Item 7.2

STAFF REPORT

CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Sister City Program Update: Focus Group Framework Review
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will receive an update on the Sister City Program and the work completed by the Sister City Focus Group, the result of which is a framework from which a future Sister City Association can be established.

STAFF RECOMMENDATION:

Receive the report and provide feedback on the proposed program framework.

FINANCIAL IMPACT:

None.

DESCRIPTION:

At its February 21 meeting, the City Council received an informational report on reinvigorating the Sister City Program. As a result of this, the City Council directed the City Manager to convene a Sister City Focus Group to assist in identifying and developing the goals of a reinvigorated Sister City Program, as well as the process by which community members would be selected to participate in the ongoing management and development of the program.

The City recruited community members to join the Focus Group from March 29 through April 20 and resulted in the following members:

- Dawn Benson
- Namrata Berry
- Sophie Gao
- Inge Houston
- Kim Hudson

- Michelle Smith McDonald
- Eman Tai
- Natasha Triplett
- Georgean Vonheeder-Leopold

The Focus Group met five times and worked to develop (1) a sister city program mission, vision, and objectives; (2) a sister city selection framework; and (3) a recruitment outreach and communications strategy. The result of their input is a framework from which a future sister city association can be established, as described below.

Mission Statement

The Dublin Sister City Program celebrates diverse cities and their vibrant communities by fostering relationships and partnerships that promote economic development and trade opportunities, arts and cultural exchanges, and global citizenship.

Vision Statement

Our vision is to create a world where sister city relationships serve as a catalyst for economic growth, cultural understanding, and internationalism. We envision a future where communities come together to celebrate their diversity and explore other cultures, creating a more connected and empathetic world. We aspire to be active participants of such exchanges, where our community benefits from the shared experiences and relationships forged between sister cities.

Program Objectives

Economic Development and Trade Exchange Program Objectives

- To identify and develop new business opportunities and partnerships between sister cities that support economic growth and job creation.
- To facilitate the exchange of quality practices and innovations in industry and trade, as well as knowledge and expertise in relevant fields.

Cultural Exchange Program Objectives

- To promote mutual understanding, and appreciation of diverse cultures and traditions through artistic and cultural performances, exhibitions, and festivals.
- To facilitate opportunities for locals from sister cities to interact and engage with each other's cultural heritage, such as through public art, professional and educational opportunities, cuisine, and other cultural activities.

Youth and Student Exchange Program Objectives

- To promote cross-cultural learning and exchange among young people from different backgrounds, developing empathy and global awareness through shared experiences.
- To support the personal and academic growth of young people by providing access to unique educational opportunities and resources such as student exchange programs, language immersion, career and technical education, and community service projects.

Sister City Selection Criteria

Prior to developing a sister city selection criterion, the Focus Group identified those characteristics of Dublin that they believe the City could bring to a potential sister city relationship. These include:

- Outstanding parks
- Robust public art
- Historical assets and connection with heritage
- High quality schools
- Diverse and family-oriented community culture
- Younger community with multi-generational families
- Connection with military
- Software and technology industries
- Vibrant small businesses

With these characteristics in mind, the Focus Group then identified the following considerations to be utilized when searching for and determining compatibility with a potential sister city.

1) Overarching Considerations
   a) Complementary Strengths and Expertise
      i) Identify cities with complementary strengths and areas of expertise that can foster collaboration and knowledge exchange.
   b) Track Record of Successful Partnerships
      i) Consider cities with a proven track record of successful sister city partnerships, indicating their commitment to sustained collaboration.
2) Demographic and Geographic Factors
   a) Growing Population
      i) Seek cities with a similar population growth history, particularly growth related to urbanization and development.
   b) Multicultural and Diverse Populations
      i) Look for cities with diverse and multicultural populations.
   c) Reasonable Proximity to the City of Dublin
      i) Prioritize cities that are reasonably close to the City of Dublin, enabling convenient travel and fostering regular interaction.
3) Economic Factors
   a) Complimentary Economic Strengths and Opportunities
      i) Identify cities with complementary economic strengths, providing opportunities for trade, investment, and business collaboration.
   b) Similar Industries or Sectors
      i) Consider cities with similar industries, sectors, or composition (i.e., mix of small businesses).
4) Cultural, Civic, and Educational Factors
   a) Reputable Educational Institutions and Universities
      i) Give preference to cities hosting reputable educational institutions and universities, promoting academic partnerships and student exchanges.
   b) Shared interest in Robust Networks of Parks, Open Spaces, and Recreational Facilities

i) Seek cities with well-developed networks of parks, open spaces, and recreational facilities.

c) Shared interest in Public Art and Historical Assets
   i) Consider cities with a rich cultural heritage, including significant public art installations and historical landmarks.

5) Miscellaneous Factors
   a) Degree of Cooperation between the United States and the Foreign Country
      i) Assess the current degree of cooperation between the United States and the potential sister city in political, economic, commercial, and cultural fields.
   b) Compatibility of Governance and Values
      i) Evaluate the compatibility of governance structures and shared values to ensure effective collaboration and mutual understanding.
   c) Compatibility of Program Objectives and Priorities
      i) Ensure that the objectives and priorities of the sister city program align with those of the potential city, enhancing the potential for successful collaboration.

Recruitment Process

When forming a new sister city program or association, Sister City International recommends such work be completed by a community group of individuals who are willing to commit the time, effort, and resources to standing up the organization and forming long-term relationships with potential sister cities. Accordingly, the Focus Group recommends the City proceed with a structured recruitment process that involves a brief application detailing an individual's interest in this work. These applications will be reviewed and ranked by a neutral selection panel consisting of one member of the Focus Group, one member of City Staff, and one chair of a City commission.

Utilizing recommendations from Sister City International and their template association bylaws, the Focus Group recommends this selection committee choose 8-10 community members to serve as the inaugural association board. These individuals should be reflective of the City's diversity and have interests which align with the proposed program objectives developed by the Focus Group. These selected community members will serve terms ranging from one to three years to ensure continuity as this effort progresses. The City envisions these community members utilizing the framework to establish a formal Sister City Association and proceed with cultivating an initial sister city relationship. The City is proposing that a member of City Staff also serve as an ex-officio member of this nascent association, initially, to help shepherd its development.

Recruitment Outreach and Communications Strategy

The Focus Group proposes a multi-faceted outreach strategy to ensure people who may be interested in playing a role in establishing a formal sister city association are made aware of the opportunity. This includes targeted outreach to residents who are active or have been active with the City through Inside Dublin, the Community Task Force on Equity, Diversity, and Inclusion, as well as those residents who may have applied for a board or commission seat but were not appointed. Other targeted outreach will also include Dublin civic groups including, but not limited to, the Chamber of Commerce and Dublin Rotary, and then to broader community via the City's social media channels and outreach at the Farmer's Market.

Other Outreach

As a part of this work, City Staff surveyed several community members who were involved with the former Dublin Sister City Association (DSCA) to learn from their experiences and surface potential issues that may arise over the course of this work. From this feedback, the greatest challenge the DSCA experienced was with identifying and recruiting new members and keeping them active in the Association. These members suggested that future efforts focus on identifying a sister city that residents in Dublin have some existing connection with. They also expressed a desire for the City to maintain its strong relationship with Bray, Ireland.

Next Steps

Following feedback from the City Council, Staff will work with the Focus Group to proceed with the outreach and recruitment strategy.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Sister City Program Update: Focus Group Framework

June 20, 2023



DUBLIN
CALIFORNIA

Background

- February 21, City Council Meeting
  - Directed staff to convene a Focus Group to develop a framework for a reinvigorated Sister City Program.
- Focus Group met five times over seven weeks to develop:
  - Program Mission, Vision, Objectives
  - Sister City Selection Framework
  - Recruitment Outreach and Communications Strategy

Framework Review

- **Mission Statement**
  - *The Dublin Sister City Program celebrates diverse cities and their vibrant communities by fostering relationships and partnerships that promote economic development and trade opportunities, arts and cultural exchanges, and global citizenship.*

Program Objectives

Economic Development and Trade Exchanges

Cultural Exchanges

Youth and Student Exchanges

Sister City Selection Criteria

- **Overarching Considerations**
  - Complementary strengths and expertise
  - Track record of successful partnerships
- **Demographic and Geographic Factors**
  - Growing population
  - Multicultural/diverse populations
  - Reasonable proximity to Dublin

Selection Criteria, 2

- **Economic Factors**
  - Complimentary economic strengths and opportunities
  - Similar mix of industries or Sectors
- **Cultural, Civic, and Educational Factors**
  - Reputable educational institutions and universities
  - Shared interested in parks, open spaces, recreational facilities, public art and historical assets

Selection Criteria, 3

- **Miscellaneous Factors**
  - Degree of cooperation between United States and the foreign country.
  - Compatibility of governance and values
  - Compatibility of program objectives and priorities

Next Steps

- Proceed with recruitment process
  - Looking for 8-10 community members to stand up a Sister City association.
  - Brief application process, neutral selection panel.
    - Seeking individuals that reflect the City's diversity, and alignment with the proposed program framework.

Targeted Outreach Strategy

- Residents who are active or have been active with the City.
  - Inside Dublin Grads, Community Task Force, etc.
- Dublin Civic Groups
  - Rotary, Chamber of Commerce, etc.
- Broader Community Outreach
  - Social Media, Farmer's Market

Staff Recommendation

1. Receive the Report
2. Provide feedback on the proposed program framework.

Questions and Comments

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Kaiser Commercial General Plan Amendment Study Initiation Request
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

The City Council will a consider a request by O&I Development to initiate a General Plan Amendment Study to evaluate expanding the land use designation of the Kaiser Commercial site to include assisted living facilities. The 15.85-acre Kaiser Commercial site is designated Medical Campus/Commercial. O&I proposes to develop the northern 2.75 acres of the Kaiser Commercial property with an assisted living and memory care facility.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial; **OR** adopt the **Resolution** Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial.

FINANCIAL IMPACT:

All costs associated with preparing the General Plan Amendment Study, if authorized by the City Council, would be borne by the project proponent.

DESCRIPTION:

Background

The Kaiser Commercial site is approximately 15.85 acres and is located in the Eastern Dublin Specific Plan area. The site is located south of Dublin Boulevard, north of Interstate 580 between the Kaiser Permanente Medical Center and the Apex Townhomes. The site is made up of four individual parcels: Parcel 1 is vacant land where O&I proposes to develop an assisted living and memory care facility, Parcel 2 is being developed with the Nissan Commercial Car Wash, Parcel 3 is currently vacant, and Parcel 4 includes the new Nissan and Infiniti car dealerships. Refer to

Figure 1 and Table 1 below for information about uses surrounding the Kaiser Commercial property and the project site.

Figure 1. Vicinity Map

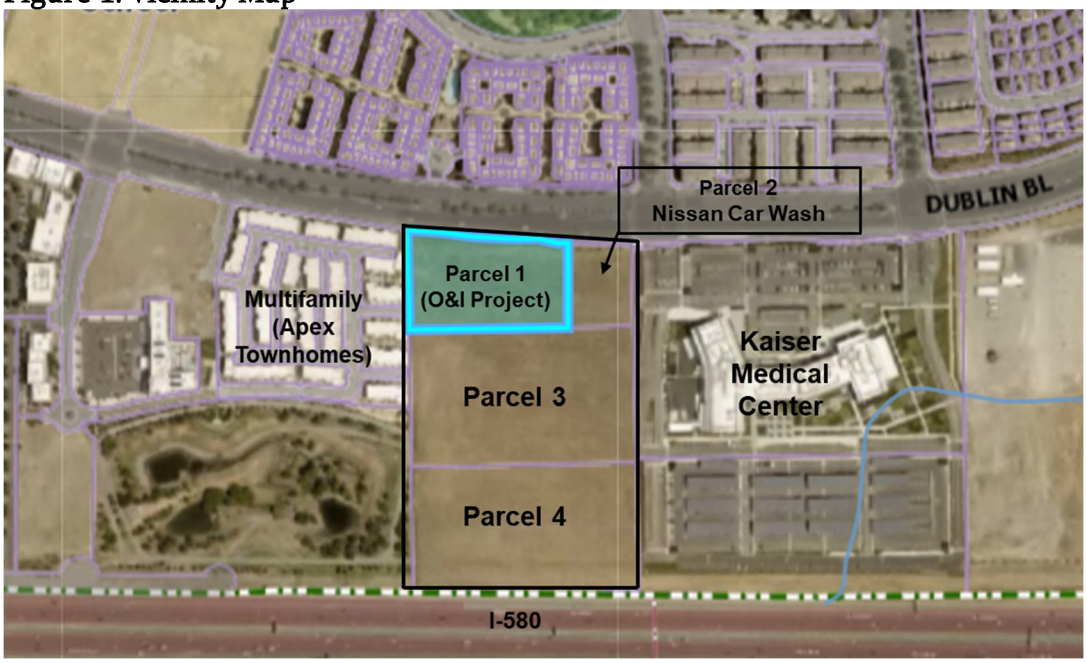


Table 1. Adjacent Uses and Land Use Designations

	Existing Use	Land Use Designations
North	Residential – The Terraces at Dublin Ranch Villages	High-Density Residential
South	Vacant Land/I-580	Medical Campus/Commercial
East	Kaiser Medical Center	Medical Campus
West	Apex Townhomes	Mixed Use 2/Campus Office

The site has a General Plan land use designation of Medical Campus/Commercial, which accommodates a range of commercial uses including regional- and community-serving retail, professional and administrative offices, hotel, entertainment, limited automotive sales, and eating and drinking establishments. Assisted Living and Memory Care are not allowed in this land use.

The Kaiser Commercial property has Planned Development Zoning (Ordinance No. 03-19). The PD zoning for the commercial site focuses on uses that will generate revenue to the City. The focus on revenue-generating uses is unique to this PD and stemmed from the loss of tax revenue as a result of the uses allowed by the General Plan land use change to Medical Campus to accommodate the Kaiser Medical Center. Assisted living facilities are not currently allowed with Medical Campus/Commercial land use or the Planned Development Zoning.

O&I Development is proposing to construct an assisted living facility on the northern 2.75 acres (Parcel 1) of the property. The proposed project would include a three-story, approximately

99,000-square-foot senior care facility that would include 70 assisted living and 30 memory care resident units. The project would have a mix of studios, one-, and two-bedroom units, and the senior care facility would be fully licensed by the State of California's Department of Social Services.

It is the City Council's policy to initiate all General Plan Amendment Studies prior to accepting an application and beginning work on such a request. O&I Development submitted a letter requesting that the City Council consider initiating a General Plan Amendment Study to allow assisted living facilities within the Medical Campus/Commercial land use designation (Attachment 3).

Analysis

If the City Council initiates a General Plan Amendment Study, Staff would then:

1. Determine the associated impacts from the land use amendment.
2. Review the fiscal impact of the proposed land use amendment.
3. Conduct the appropriate level of environmental review and documentation.
4. Perform any additional studies that may be required.
5. Prepare an analysis of the project for consideration by the Planning Commission and the City Council.

Work on the General Plan Amendment Study would be completed concurrently with processing the project entitlements that are requested by the Applicant. Those entitlements are anticipated to include a companion Eastern Dublin Specific Plan Amendment, PD Rezone, and Site Development Review Permit. Once the General Plan Amendment Study is complete and the project entitlements have been prepared for consideration, Staff would then bring the application to the Planning Commission for a recommendation to the City Council. The project would then move forward to the City Council for consideration.

Staff has prepared draft Resolutions approving and denying the initiation of a General Plan Amendment Study. The draft Resolutions are included as Attachments 1 and 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was provided to the applicant and was made available on the City's website.

ENVIRONMENTAL REVIEW:

Staff recommends that the initiation of the General Plan Amendment Study be found exempt from the California Environmental Quality Act (CEQA) under Section 15306, Class 6 of the State CEQA Guidelines (Information Collection).

ATTACHMENTS:

1) Resolution Approving the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial
2) Resolution Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial
3) O&I Development Letter

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE INITIATION OF A GENERAL PLAN AMENDMENT STUDY TO EVALUATE EXPANDING THE MEDICAL CAMPUS/COMMERCIAL LAND USE DESIGNATION TO INCLUDE ASSISTED LIVING FACILITIES WITHIN KAISER COMMERCIAL (APNS: 985-0027-025-00, 985-0027-026-00, 985-0027-027-00, AND 985-0027-028-00)

WHEREAS, on April 24, 2023, the City received a letter from O&I Development requesting that the City Council consider initiating a General Plan Amendment Study to evaluate expanding the Medical Campus/Commercial land use designation to include assisted living facilities within Kaiser Commercial; and

WHEREAS, the 15.85-acre Kaiser Commercial site is designated Medical Campus/Commercial and O&I proposes to develop the northern 2.75-acres of the Kaiser Commercial property with an assisted living and memory care facility; and

WHEREAS, the General Plan Medical Campus/Commercial land use designation accommodates a range of commercial uses including regional- and community-serving retail uses, professional and administrative offices, hotel, entertainment, limited automotive sales, and eating and drinking establishments; and

WHEREAS, the General Plan Amendment Study initiation request has been reviewed in accordance with the provisions of the California Environmental Quality Act (CEQA) and was found to be Categorically Exempt under Section 15306, Class 6 of the State CEQA Guidelines; and

WHEREAS, a Staff Report was submitted outlining the issues surrounding the General Plan Amendment Study initiation request; and

WHEREAS, the City Council did hear and consider all such reports, recommendations, and testimony hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby approve the initiation of a General Plan Amendment Study to evaluate expanding the Medical Campus/Commercial land use designation to include assisted living facilities within Kaiser Commercial.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DENYING THE INITIATION OF A GENERAL PLAN AMENDMENT STUDY TO EVALUATE EXPANDING THE MEDICAL CAMPUS/COMMERCIAL LAND USE DESIGNATION TO INCLUDE ASSISTED LIVING FACILITIES WITHIN KAISER COMMERCIAL (APNS: 985-0027-025-00, 985-0027-026-00, 985-0027-027-00, AND 985-0027-028-00)

WHEREAS, on April 24, 2023, the City received a letter from O&I Development requesting that the City Council consider initiating a General Plan Amendment Study to evaluate expanding the Medical Campus/Commercial land use designation to include assisted living facilities within Kaiser Commercial; and

WHEREAS, the 15.85-acre Kaiser Commercial site is designated Medical Campus/Commercial and O&I proposes to develop the northern 2.75-acres of the Kaiser Commercial property with an assisted living and memory care facility; and

WHEREAS, the General Plan Medical Campus/Commercial land use designation accommodates a range of commercial uses including regional- and community-serving retail uses, professional and administrative offices, hotel, entertainment, limited automotive sales, and eating and drinking establishments; and

WHEREAS, in accordance with the provisions of the California Environmental Quality Act (CEQA) projects that are denied are exempt from environmental review pursuant to Section 15061 (b)(4) of CEQA; and

WHEREAS, a Staff Report was submitted outlining the issues surrounding the General Plan Amendment Study initiation request; and

WHEREAS, the City Council did hear and consider all such reports, recommendations, and testimony hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby deny the initiation of a General Plan Amendment Study to evaluate expanding the Medical Campus/Commercial land use designation to include assisted living facilities within Kaiser Commercial.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

O&I DEVELOPMENT

April 24, 2023

Mr. Gaspare Annibale
Associate Planner
City of Dublin
100 Civic Plaza
Dublin, CA 94568

RE: The Ivy at Dublin- General Plan and Eastern Dublin Specific Plan ("EDSP") Amendment Request

Dear Mr. Annibale:

O&I Development ("O&I") is pleased to submit our request to initiate a General Plan and Eastern Dublin Specific Plan (EDSP) Amendment to accommodate the proposed development, The Ivy at Dublin, an assisted living and memory care senior community.

The proposed development aims to cater to the rising demand for senior housing services in Dublin and the Tri-Valley region. Currently, the competing properties, especially memory care communities, are at full occupancy. Our market analysis predicts a surge of 18% in the population of individuals aged 65 and above over the next five years, resulting in a substantial rise in the necessity for assisted living and memory care services. We are confident that this project will provide significant benefits to the senior citizens and their families in your community.

Project Location

The Ivy at Dublin is situated on a single 2.75-acre parcel (APN: 985-27-25), with frontage on Dublin Boulevard, between the recently approved commercial car wash (APN: 985-27-26) to the east and existing townhomes to the west. The land to the south is vacant and anticipated to be of future commercial use. The subject property is currently an unimproved, vacant, graded lot.

The property is located in the General Plan's Eastern Extended Planning Area Boundary and within the Eastern Dublin Specific Plan with a land use designation of Medical Campus/Commercial, subject to the Planned Development Ordinance No. 03-19. Currently, no development plans are approved on the site.

Requested Amendments

While the City's code classifies assisted living as a commercial use (Community Care Facility), the Medical Care/Commercial land use prescribed uses do not allow a Community Care Facility with 24-hour residential occupancy. To accommodate the proposed project, O&I proposes amending the General Plan and EDSP to include community care facilities as an allowed use within the medical campus/commercial land use designation.

The Project

The project is planned as a 3-story, approximately 99,000 square foot senior care community comprising 70 assisted living and 30 memory care resident units. The project will have a mix of studios, one, and two-bedroom units. The AL/MC community will be fully licensed by the State of California's Department of Social Services. The community will offer the safety and security of 24-hour staffing and support services for its residents. The community will have full-service amenities for its residents to use as an extension of their home.

The following services will be available to the residents, including:

- Three meals a day, served in a variety of dining options including the community's main dining room, bistro, and lobby lounge.
- Assistance with Activities of Daily Living (ADL's) such as: eating, bathing, dressing, walking and other personal needs.
- Housekeeping services
- Transportation
- Access to health and medical services
- 24-hour security
- Emergency call systems
- Exercise and wellness programs
- Medication management
- Laundry services
- Social and recreational activities
- Staffing available to help with scheduled and unscheduled needs

We believe the following factors, among others, support our request for consideration in amending the General Plan and EDSP:

- The project will provide a best-in-class, very high-quality senior care community, fulfilling a vital need for your senior citizens and their families
- This is a logical location for a high-acuity senior living community, with proximity to complimentary medical services in the form of the adjacent Kaiser outpatient facility
- The project will generate approximately 45-65 positions (part and full time) to the local community
- The project presents an excellent opportunity to create a gateway property and provide an excellent transition from the residential high-density residential uses to the west and north to the commercial uses to the east
- The project has excellent access and visibility on Dublin Boulevard, for residents, their children, and employes
- Given that the residents' average age is over 80 and with scheduled employee shifts "off peak" traffic timeframes, the Project will have minimal impacts of traffic and public facilities
- The project will have no impact on local schools

- As an elderly community, the property will be very quiet, ensuring peaceful surroundings for neighbors
- Due to the site's infill location, minimal biological impacts are anticipated, and only minor extensions of utilities would be required for development

Based on these factors, O&I Development requests the City of Dublin consider our proposed General Plan and EDSP Amendment.

Please let us know if any additional information would be helpful in making your decision and we look forward to working with you to bring a high-quality assisted living and memory care senior community to the City of Dublin.

Sincerely,



Colin M. Bagwell, CFA
O&I Development

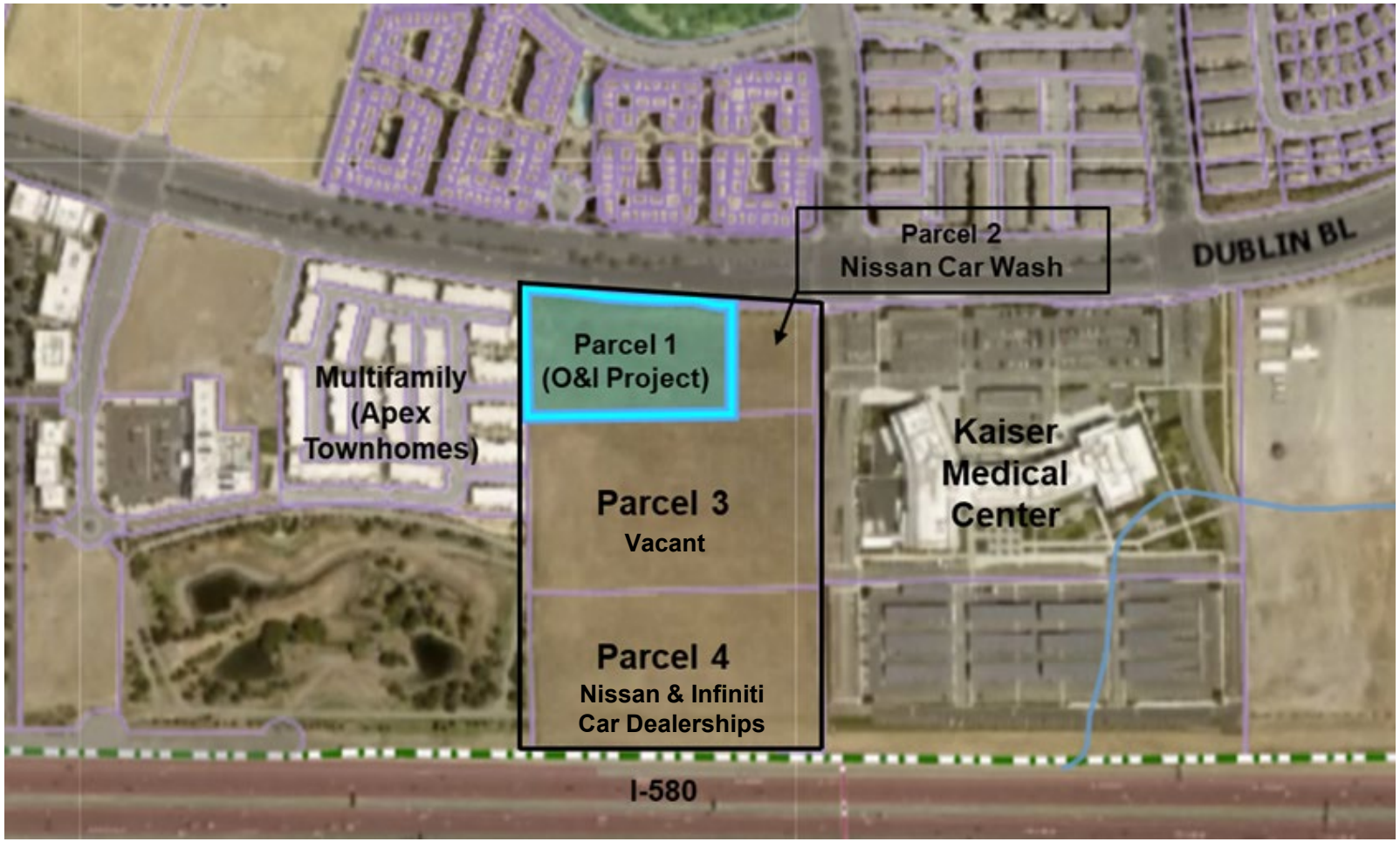
Kaiser Commercial General Plan Amendment Study Initiation Request

City Council Meeting
June 20, 2023

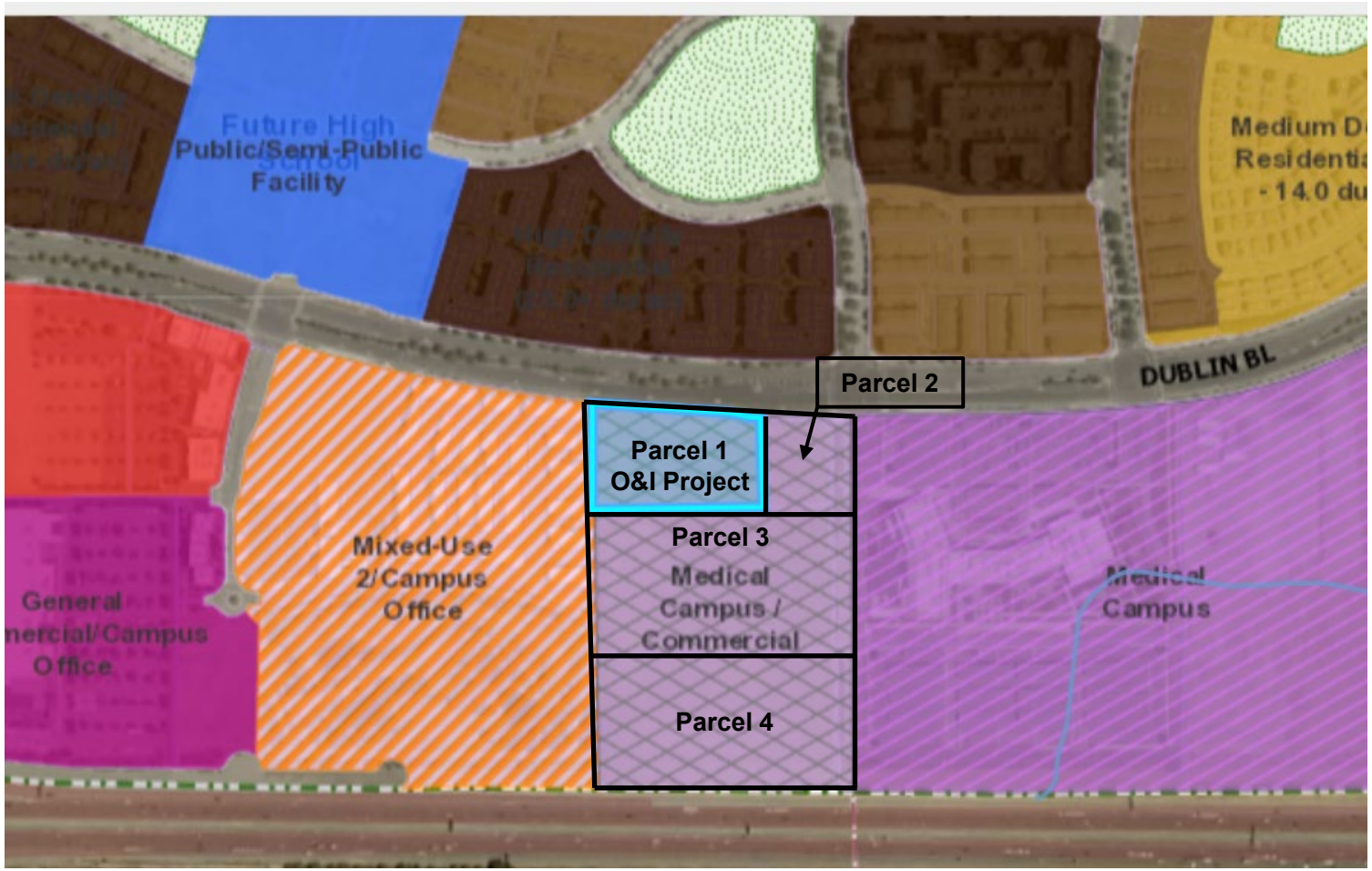


DUBLIN
CALIFORNIA

Vicinity Map



Land Use Map


Future High
Public/Semi-Public
Facility
Medium D
Residentia
- 14.0 du
DUBLIN BL
Parcel 2
Parcel 1
O&I Project
Parcel 3
Medical
Campus /
Commercial
Parcel 4
Mixed-Use
2/Campus
Office
General
nercial/Campus
Office
Medical
Campus

General Plan Amendment Study

- Evaluate expanding the land use designation to include assisted living facilities
- Future development proposal:
  - 99,000 s.f. senior care facility
  - 70 assisted living units
  - 30 memory care units

General Plan Amendment Study

- If the City Council initiates a General Plan Amendment Study, Staff would then:
  1. Determine the associated impacts from the land use amendment;
  2. Review the fiscal impact of the proposed land use amendment;
  3. Conduct the appropriate level of environmental review and documentation;
  4. Perform any additional studies that may be required; and
  5. Prepare an analysis of the project for consideration by the Planning Commission and the City Council.

Environmental Review

- Categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15306, Class 6 (Information Collection).

Recommendation

- Adopt the **Resolution** Approving the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial; **OR**

- Adopt the **Resolution** Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial.

Agenda Item 8.2

STAFF REPORT
CITY COUNCIL

DATE: June 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Preview of the People of the Parks (P.O.P.) Program
Prepared by: Anthony Calvo, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will receive a preview of a new program being developed by the Parks and Community Services Department. The People of the Parks (P.O.P) is being launched to encourage residents, community organizations, and Dublin businesses to participate in park beautification and environmental stewardship. The P.O.P. program will launch in Summer 2023.

STAFF RECOMMENDATION:

Receive the presentation and provide feedback.

FINANCIAL IMPACT:

Initial costs and program expenses for the first year are estimated to be between $5,000 and $10,000. This cost will be absorbed in the Fiscal Year 2023-2024 Adopted Budget. Any necessary ongoing budget adjustments to ensure program sustainability will be made during the annual budget process and will be subject to City Council approval.

DESCRIPTION:

Background

At its meeting on February 21, 2023, the City Council requested that Staff investigate programs and alternative ways to promote ongoing beautification of City parks, trails, and sidewalks while addressing concerns about litter buildup. Based on this request, Staff began researching similar programs operated by other jurisdictions throughout the Bay Area and the State of California. Many jurisdictions have programs such as Friends of the Parks/Trails, Park/Trail Ambassadors, and the like. Staff has developed a program that is similar but is specifically tailored to the City of Dublin.

People of the Parks (P.O.P.) Program

P.O.P. is an ongoing, incentivized program encouraging community efforts to "Keep Dublin Clean & Green." The program is designed for residents already frequenting parks, sidewalks, and trails and empowers them to support City beautification efforts by carrying a litter stick and bag and keeping those areas free of litter and debris. The program is also designed for people who might not actively use City facilities and amenities but want to start getting involved in taking care of their community.

In addition to individualized efforts, group efforts with the ability to adopt a park, trail, or any other agreed-upon location will be recognized. This framework is designed for families, community groups, organizations, and local businesses.

Program participants will be provided with vests or tee-shirts created specifically for this program to make them easily identifiable and assist with educating others about the program.

P.O.P. Program Details

- Program Launch – July/August 2023
- Youth Component – "Park Patrol" will be a branded campaign focusing on preschool and elementary-aged youth participating with family members.
- Program Locations – All City parks, trails, and other outdoor facilities/amenities.
    - Individual efforts may be specific to certain trails, neighborhoods, etc. Participants will be asked to provide location details upon registration.
    - Group efforts will focus on parks and trails, with larger parks and trail sections being divided to allow for increased participation. City Staff may also create specific areas tailored to an organization's needs.
    - Staff will maintain a comprehensive database that details volunteer efforts and locations.
- Equipment – Upon registration, participants will receive a litter stick, gloves, a program-specific vest or tee-shirt, and a reusable litter collection bag.
- Program Tracking – Hours will be tracked on the honor system using easy-to-complete online forms. Participants will be asked to track hours on a per-occurrence basis and submit them for review quarterly.
- Requirements – Registration with the City and completion of a Volunteer Waiver.
    - There are no hour minimums for individualized efforts, although participants are expected to have some level or re-occurring schedule of participation. This can be daily, weekly, bi-weekly, etc. There is no specific term commitment, which can be ongoing for as long as the participant wants to continue.
    - There are hour minimums on a monthly basis for groups that adopt a specific location.
        - Families are expected to complete eight hours per month (i.e., a family of four

volunteers twice a month, one hour each for each effort). This equates to approximately 100 hours per year.

  - Organizations/Community Groups/Businesses are expected to complete 16 hours per month or approximately 200 hours per year.
  - Group efforts are expected to commit at least one year to the program and will have the discretion to continue longer.

- Incentives – Incentives will be provided quarterly, depending on the number of completed hours. Hours completed will equate to the number of entries into quarterly raffle drawings. Prizes awarded will include City- and program-branded gifts, gift cards to local businesses, free or reduced passes to The Wave, and free or reduced passes to other City programs such as the Shamrock 5k, etc. The estimated value and/or cost for incentives is estimated to be around $2,000 annually.
- Sponsorships – Staff will seek cash and in-kind donations to help offset program costs, such as litter pickup kits. In-kind donations will also be made available as part of the incentives raffled off each quarter.

Next Steps

Following feedback from the City Council, Staff will begin preparing the program for launch, including developing marketing and outreach materials, procuring supplies, creating registration and tracking forms, and completing other administrative tasks necessary.

The Parks and Community Services Department will review P.O.P. annually to ensure program outcomes are being met. Modifications, if necessary, will be made to meet the specific needs of participants and the community.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Preview of the People of the Parks (P.O.P.) Program

June 20, 2023



DUBLIN
CALIFORNIA

Background

- Follow up on a request made at the February 21, 2023, City Council meeting.

- Research/Review of similar programs such as Friends of Groups, Park/Trail Ambassadors/Stewards – Led to the development of a program specifically tailored to Dublin.

- People of the Parks (P.O.P.)
  - Ongoing, incentivized program encouraging community efforts to "Keep Dublin Clean & Green"
  - Designed for residents already frequenting parks, sidewalks, and trails as well as those who might not
  - Empowers participants to support City beautification efforts and take care of their community

P.O.P. Program

- Youth, Adult, and Family Component – Self-tracked incentivized program
- Business, Group, Team, Organization Component - Commit a specific park/trail/street location within the City
- Program Start-Up
  - Pre-Registration Required
  - Volunteer Waiver on file with the City
  - City Provided Equipment - Litter stick, gloves, vest or tee-shirt, and a reusable litter collection bag
- Incentives
  - Quarterly drawing
  - Dependent on hours logged
  - City branded gifts, gift cards to local businesses, and City programs
- Next Steps
  - Seek feedback
  - Launch Summer 2023
  - Annual Review

Questions?